

**Foundation for Innovative New Diagnostics, India
(FIND India)**

Advertised Tender Enquiry (ATE)

Bid Document

For

Civil Works and Associated Services across various Nodal Drug Resistant Tuberculosis (DRTB) Centers under the National Tuberculosis Elimination Programme (NTEP)

Bid Ref. No.: SAMS/FIND India/works/ATE/01/2024



(Procurement Agency)

STRATEGIC ALLIANCE

Management Services Pvt. Ltd.

B-18, Sector-6, NOIDA, G.B. Nagar, Uttar Pradesh - 201301

Email: procurement@samsconsult.com

Website: www.samsconsult.com

**Advertised Tender Enquiry (ATE)
Bid Document for
Civil Works and Associated Services across various Nodal Drug
Resistant Tuberculosis (DRTB) Centres under the National Tuberculosis
Elimination Programme (NTEP).**

Key Bidding Information

Bid Ref No.	SAMS/FIND India/Works/ATE/01/2024
Name of the Project	Procurement of Equipment, Goods, Works Services and Reagents for Foundation for Innovative New Diagnostics, India (FIND India) for The Global Fund Grant Project under the National Tuberculosis Elimination Program (NTEP), Govt. of India
Source of Funding	The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM)
Date of Commencement of Download of Bidding Documents	03/10/2024 from 10:00 AM (Link https://www.samsconsult.com/FIND.aspx)
Last Date and Time for Receipt of Request for Clarifications	07/10/2024 till 05:00 PM (All such request must be submitted through mail to procurement@samsconsult.com)
Time and Date for online/offline Pre-Bid Meeting	11.00 AM on 08/10/2024. The meeting shall be held online. Prospective bidder may use the link https://join.skype.com/twFmGbYJEY56
Last Date & Time for Submission of Bids	24/10/2024 till 03.00 PM
Date & Time for Opening of Technical Bids (Online/Offline)	24/10/2024 at 03.30 PM https://join.skype.com/pFJJrkat6085
Place of Pre-Bid Meeting	Hybrid Mode (Offline and Online through Skype): https://join.skype.com/twFmGbYJEY56
Place of Pre-Bid Meeting (offline)	M/s Strategic Alliance Management Services Pvt. Ltd. B-18, Sector-6, Noida, G.B. Nagar Uttar Pradesh – 201301

Checklist for bidders for submission in Proposal

(Bidders need to submit below filled and signed checklist mandatorily and provide all the required documents along with the technical proposal)

Sl. No.	Documents to be submitted along with Technical Proposal	Page No.	Remarks (if any)/ Yes/ No												
1	Documents required for Preliminary examination														
i.	The bidder should submit the Power of Attorney in favor of authorized signatory of Bid authorized signatory.														
ii.	Bid is signed by authorized signatory (each and every page)														
iii.	Copy of Certificate of GST Registration														
iv.	Copy of MSME registration (if applicable)														
v.	Copy of PAN Card														
vi.	Certificate of Incorporation/ Registration of the bidder / Article and Memorandum of Association or any such registration document such as partnership deed etc.														
vii.	Bidder should submit Notarized Affidavit giving undertaking that "bidder is not debarred / blacklisted by MOH&FW / GOI / any other Central Govt. / Department or State Government / UNOPS/UNDP / any other UN organizations / SAMS and the Global Fund as on the date of opening of bid.														
2	Documents required for Technical Evaluation														
i	Form Tech 1 – Form of Bid / Letter of Technical Bid as per Form provided in Section III – Standard Forms														
ii	Form Tech 2 – Bidder Information Form as per Form provided in Section III – Standard Forms														
iii	Form Tech 3 – Technical Compliance Sheet as per Form provided in Section III – Standard Forms														
iv	<p>Form Tech 4 – List of the appropriate team members for each Schedule as mentioned below:-</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 5%;">Sl. No.</th> <th style="width: 20%;">Type of the position</th> <th style="width: 25%;">Qualification required</th> <th style="width: 50%;">Experience required</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Site Manager/ Supervisor</td> <td>Diploma- Civil</td> <td>Minimum 3 years' experience of civil work</td> </tr> <tr> <td style="text-align: center;">2</td> <td>One Civil Engineer</td> <td>B. Tech/ B. E- Civil Engineering</td> <td>Minimum 2 years' experience of civil work</td> </tr> </tbody> </table> <p>(In support of this requirement, bidder should submit detailed CV of such personnel duly supported with the letter of undertaking from such personnel that they are full-time employee/ consultant of the bidder and shall be ready for deployment at site(s) if contract is awarded to the bidder.)</p>	Sl. No.	Type of the position	Qualification required	Experience required	1	Site Manager/ Supervisor	Diploma- Civil	Minimum 3 years' experience of civil work	2	One Civil Engineer	B. Tech/ B. E- Civil Engineering	Minimum 2 years' experience of civil work		
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v	Bid Security Declaration (format of bid security declaration form enclosed at annexure Y) furnished in accordance with ITB Para 19 (for MSME exempt from Bid Security), or for Bidders submitting Bid Security- FDR/Bank Guarantee/Demand Draft/RTGS payment Proof /Receipt of the deposit of Bid Security (if deposited before submission of the bid),														
vi	Supporting Documents showing Qualification of the Bidders for the required Works as per ITB para 28														
a	Copies of POs to substantiate experience of work														
b	Bidder should submit Copies of audited financial statements of accounts (if applicable) (including <i>auditor's reports</i>) / CA certified turnover certificate and IT returns for last three financial years (i.e. 2020-21, 2021-22 and 2022-23).														
vii	Listing of any variation or deviation in case there is any variation and/or deviation between the Scope of works and technical specifications prescribed by the Purchaser and that offered by the bidder.														

3	Documents required for Financial Evaluation		
i.	Form FIN -1: Form of Price Bid (Financial)		
ii.	Form FIN -2: Form of Price Bid (Financial) – Lump Sum Contract Price		
iii.	Form FIN -3: Form of Price Bid (Financial) – Break-up of price bid (Bill of Quantity – BOQ)		

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Advertised Tender Enquiry (ATE)
for
Civil Works and Associated Services across various Nodal Drug Resistant Tuberculosis (DRTB) Centres under the National Tuberculosis Elimination Programme (NTEP).

IFB No.: SAMS/FIND India/Works/ATE/01/2024

Dated: 03/10/2024

1. Strategic Alliance Management Services Pvt. Ltd. (SAMS) has been engaged by “Foundation for Innovative New Diagnostics” (FIND India), New Delhi, India (a not-for-profit Bidder created under Section 8 (Indian) Companies Act, 2013) for providing procurement consultancy services for equipment, goods, works and services for TB Laboratories and DRTB centers (Health Facilities) established across India under National Tuberculosis Elimination Program(NTEP), Ministry of Health and Family Welfare, Govt. of India. FIND India has plans for Civil Works and Associated Services across various Seven (7) Nodal Drug Resistant Tuberculosis (DRTB) Centres under the National Tuberculosis Elimination Programme (NTEP).
2. **SAMS hereby invites bids (offline) from eligible and qualified Bidders for the Civil Works and Associated Services across various Seven (7) Nodal Drug Resistant Tuberculosis (DRTB) Centres under the National Tuberculosis Elimination Programme (NTEP).**
3. **Bids are invited for 7 sites in 3 different Schedules as tabulated below, wherein bidders allowed to submit bid for any or all of schedules as specified below:**

Site/Seq No.	Sch. No.	Name of Schedule	State	Site
1	1	Tripura	Tripura	Agartala
2	2	Madhya Pradesh	Madhya Pradesh	Bhopal
3				Ujjain
4				Indore
5	3	Odisha	Odisha	MKCG Berhampur
6				Cuttack
7				Burla

4. Bidding will be conducted through ‘Advertised Tender Enquiry’ method and procedures as set out in the ‘General Financial Rules – 2017’ and Manual for Procurement of Works (updated June 2022) issued by the Department of Expenditure, Ministry of Finance, Govt. of India.
5. Bidders are required to submit Bid Security for the amount and form mentioned in the Bid Documents. Certain classes of Bidders are exempted from submission of Bid Security. Details are given in Bidding Documents.
6. The Bid Document can be freely downloaded from the website www.samsconsult.com starting from **10.00 AM on 03/10/2024**. Bidders shall be solely responsible for checking the above website for any amendment issued subsequent to publication of this ATE and take the same into consideration while preparing and submitting their bids.
7. Bidders’ representatives are invited to attend an offline/in person (physical) **pre-bid meeting at 11.00 AM on 08/10/2024** at the address mentioned above. Please note that non-attendance at the pre-bid meeting will not be the cause of disqualification of bidders. Bidders can also participate in an online pre-bid meeting through skype link <https://join.skype.com/twFmGbYJEY56> at the scheduled time and date of pre-bid meeting. Bidders who are unable to attend the pre-bid meeting (online or offline) can send their written

requests for clarification, if any up to 05.00 PM till 07/10/2024 at email procurement@samsconsult.com.

8. **Bids must be submitted on or before 03:00 PM on 24/10/2024 by Bidders at the office of Purchaser.**
9. **The Technical Bids will be opened on the same day at 03.30 PM in the presence of the bidders' representatives, who choose to attend the technical bid opening meeting. Bids submitted later than the specified date and time shall be rejected.**

**Sanjay Rastogi
Director, SAMS**

SECTION– I: INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. INTRODUCTION

- 1.1 Strategic Alliance Management Services Private Limited (SAMS), acting as Procurement Agent on behalf of Foundation for Innovative New Diagnostics (FIND) India, New Delhi (here in after referred as “Purchaser”) has issued this Bid Document for Civil Works and Associated Works across various Seven (7) Nodal Drug Resistant Tuberculosis (DRTB) Centres under the National Tuberculosis Elimination Programme (NTEP).
- 1.2 This Chapter provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award / contract.
- 1.3 Before preparing the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms & conditions, instructions etc. contained in the Bid Documents. Failure to provide required information or to comply with the instructions incorporated in this Bid Documents may result in rejection of bids submitted by bidders.

2. AVAILABILITY OF FUNDS

- 2.1 Expenditure to be incurred for the proposed works will be met from the funds provided by GFATM through FIND India.

3. SITE VISIT

- 3.1 It is recommended that the Bidders may visit and examine, at their own expense, the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid and if awarded the work, entering into a contract for successful execution and completion of the work.

4. CONFLICT OF INTEREST

- 4.1 Conflict of Interest for the Purchaser or its personnel and bidders is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- 4.2 Purchaser describes the situations in which a Purchaser or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following -
 - a) Conflict of Interest occurs when the private interests of Purchaser or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official,
 - b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Purchaser, employment after

retirement from service or of relatives or the receipt of a gift that may place the Purchaser or its personnel in a position of obligation,

- c) Conflict of Interest also includes the use of assets of the Purchaser including human, financial and material assets, or the use of the office of the Purchaser or knowledge gained from official functions for private gain or to prejudice the position of someone the Purchaser or its personnel does not favour,
- d) Conflict of Interest may also arise in situations where the Purchaser or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Purchaser,

4.3 The situations in which bidders participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following –

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Purchaser that are directly or indirectly involved in or related to the procurement process or execution of contract,
- b) If they have the same legal representative for purposes of the bid,
- c) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another,
- d) If they have controlling partners in common,
- e) If a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way,

4.4 In the 'Letter of Technical Bid' to be submitted by the bidder, as per format given in **Section II – Technical Proposal – Standard Forms**, all bidders shall provide a signed statement that the bidder is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract,

4.5 In case of a holding company having more than one independently manufacturing unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business,

4.6 In cases of agents quoting in offshore procurements on behalf of their principal manufacturers, one agent shall not represent two manufacturers or quote on their behalf in a particular bid enquiry to prevent any Conflict of Interest.

5. CODE OF INTEGRITY

5.1 The Purchaser and all officers or employees of the purchaser, whether involved in the procurement process or otherwise, or Bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

5.2 The Purchaser and Bidders to uphold the Code of Integrity, which prohibits officers or employees of the Purchaser or a person participating in a procurement process, in respect of the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process,
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation,
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process,
- (iv) improper use of information shared between the Purchaser and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain,
- (v) any financial or business transactions between the bidder and any officer or employee of the Purchaser, who are directly or indirectly related to tender or execution process of contract,
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process,
- (vii) any obstruction of any investigation or audit of a procurement process,
- (viii) making false declaration or providing false information for participation in -
 - a) tender process or to secure a contract,
 - b) disclosure of Conflict of Interest,
 - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.

5.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, the Purchaser after giving a reasonable opportunity of being heard, may take appropriate measures including –

- a) exclusion of the bidder from the procurement process,
- b) calling off of pre-contract negotiations and forfeiture or encashment of bid security,
- c) forfeiture or encashment of any other security or bond relating to procurement,
- d) recovery of payments made by the Purchaser along with interest thereon at bank rate,
- e) cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser,
- f) debarment of the bidder from participation in any future procurements of Purchaser for a period not exceeding three years

6. LANGUAGE OF BID

6.1 The bid submitted by the bidder and all subsequent correspondences and documents relating to the bid exchanged between the bidder and the Purchaser, shall be written in

English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided, the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall govern.

7. BIDDER'S ELIGIBILITY

- 7.1 This invitation for bids is open for all Organizations (Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Companies registered under Companies Act, 1956 or Societies Act, Trusts, Societies registered under respective Act and Jurisdiction in India). **Bidders in the form of Consortium or Joint Venture are not allowed.**

8. BIDDING EXPENSES

- 8.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation and submission of its bid and subsequently processing the same. The Purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.

The Bid Document can be freely downloaded from the website www.samsconsult.com starting from **10.00 AM on 03/10/2024**. Bidders shall be solely responsible for checking the above website for any addendum/amendment issued subsequent to publication of this IFB and take the same into consideration while preparing and submitting their bids.

B. BIDDING DOCUMENTS

9. CONTENT OF BIDDING DOCUMENTS

- 9.1 The Bid Documents include the following Sections, in addition to the 'Notice Inviting Tenders (NIT):
- Section I – Instructions to Bidders (ITB)
 - Section II – Technical Proposal – Standard Forms, Technical compliance sheet
 - Section III – Financial Proposal (Price Bid Form) – Standard Forms
 - Section IV – Schedule of Requirement, drawings/Layouts of required Construction/ Civil Works and Associated Services.
 - Section V – Contract Form and Conditions of Contract
 - Section VI – Other Standard Forms

- 9.2 The relevant details of the required works and services, procedure for bidding, bid evaluation, placement of contract, the applicable contract terms and also the standard formats to be used for this purpose are incorporated in the above-mentioned chapters. The interested bidders are expected to examine all such details etc. to proceed further.

10. AMENDMENTS TO BID DOCUMENTS

- 10.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason deemed fit by it, modify the Bid Documents by issuing suitable amendment(s) to it.

- 10.2 Such an amendment will be notified on SAMS website i.e. www.samsconsult.com and

the same shall be binding to all prospective Bidders.

10.3 In order to provide reasonable time to prospective bidders to take necessary action in preparing their bids as per the amendment, the Purchaser may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.

10.4 Any bidder who has downloaded the Bid Documents should watch for amendment, if any, issued on the above website and the Purchaser will not issue separate communication to them. Purchaser shall not be responsible in any manner if prospective Bidders miss any notifications placed on above website.

11. CLARIFICATIONS OF TENDER DOCUMENTS

11.1 A prospective bidder requiring any clarification regarding Scope of Work and Technical Specifications, conditions of contract, etc. given in the Bid Documents may submit written request for **clarifications to SAMS by email at procurement@samsconsult.com up to 5.00 PM on 07/10/2024**. Copies of the Purchaser's response shall be promptly published at the Purchaser's website, including a description of the inquiry but without identifying its source.

11.2 All the prospective bidders will be notified of response to clarifications only through SAMS website i.e. www.samsconsult.com. Any bidder who has downloaded the Bid Documents should watch for clarifications, if any, issued on the above website and The Purchaser will not issue separate communication to them.

11.3 The Purchaser shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on above websites.

12. PRE-BID MEETING

12.1 In order to provide response to any doubt regarding scope of work and technical specifications and conditions of contract etc. given in the Bid Documents, a pre-bid meeting (physical and online) has been scheduled in the office of the Purchaser at **11.00 AM on 08/10/2024 and through skype link: <https://join.skype.com/twFmGbYJEY56>**

12.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day. The Purchaser shall upload written response to such requests for clarifications, without identifying its source. In case required, amendments, in terms of Para 8 above shall be issued, which shall be binding on all prospective bidders.

C. PREPARATION OF BIDS

13. DOCUMENTS COMPRISING THE BID

13.1 The bidder can submit the bid (in hard copies) in two separate envelopes containing the "**Technical Bid**" and "**Financial Bid**". The original copy of the technical proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" "[Name of the Assignment] ", reference number, name and address of the Bidder.

A) TECHNICAL BID (The technical bid should not contain any financial information, failing which the bid shall be considered as disqualified)

- i Form Tech 1 – Form of Bid / Letter of Technical Bid as per Form provided in **Section III – Standard Forms**
- ii Form Tech 2 – Bidder Information Form as per Form provided in **Section III – Standard Forms**
- iii Form Tech 3 – Technical Compliance Sheet as per Form provided in **Section III – Standard Forms**
- iv Form Tech 4 – List of the appropriate team members for each Schedule as mentioned below: -

Sl. No.	Type of the position	Qualification required	Experience required
1	Site Manager/ Supervisor	Diploma- Civil	Minimum 3 years' experience of civil work
2	One Civil Engineer	B. Tech/ B. E- Civil Engineering	Minimum 2 years' experience of civil work

(In support of this requirement, bidder should submit detailed CV of such personnel duly supported with the letter of undertaking from such personnel that they are full-time employee/ consultant of the bidder and shall be ready for deployment at site(s) if contract is awarded to the bidder.)

- v Bid Security Declaration (format of bid security declaration form enclosed at annexure Y) furnished in accordance with **ITB Para 19** (for MSME exempt from Bid Security), or for Bidders submitting Bid Security- FDR/Bank Guarantee/Demand Draft/RTGS payment Proof /Receipt of the deposit of Bid Security (if deposited before submission of the bid),
- vi **Supporting Documents showing Qualification of the Bidders for the required Works as per ITB para 28.1**
 - a Copies of POs to substantiate experience of work
 - b Bidder should submit Copies of **audited financial statements of accounts** (if applicable) (including *auditor's reports*) / CA certified turnover certificate and IT returns for last three financial years (i.e. 2020-21, 2021-22 and 2022-23).

B) PRICE BID

Bidder should submit Price Bid **for each quoted Schedule** in accordance with the form indicated in Section-III:

- (1) **Form FIN-1: Form of Price Bid (Financial)**
- (2) **Form FIN-2: Form of Price Bid (Financial) – Lump Sum Contract Price**
- (3) **Form FIN-3: Form of Price Bid (Financial) - Break-up of Price Bid (Bill of Quantity- BOQ)**

The cost in the financial bid should include all the expenses related to waste management. The scrap (non-functional exhaust fan etc.) or spare parts need to be handed over to the facility.

14. BID CURRENCIES

- 14.1 The bidder providing services as per the scope of services should quote in Indian Rupees only.
- 14.2 Bids, where prices are quoted in any other currency, shall be treated as non - responsive and rejected.

15. BID PRICES

- 15.1 Prices shall be quoted as specified in the Bid Document. The format of the Price Bid is included in Section III.

- 15.2 The Bidder shall indicate on the FIN Forms provided in Section III, total bid prices of the Works including goods and services as per Scope of Services given in Bid Documents. Fixed price to be quoted against required works against each Schedule.
- 15.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 34.

16. FIRM PRICE

- 16.1 The Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidder should include all prices for any unexpected expenditure that may be foreseen in the BID price itself. The price quoted by the bidder should include expenses towards any exigency (external or internal) that may arise during execution of the contract. No payment other than the quoted price shall be made to the selected bidder.

17. ALTERNATIVE BIDS

- 17.1 Alternative bids shall not be accepted. The bidder should not submit more than one bid for any Schedule.

18. DOCUMENTS ESTABLISHING COMPLIANCE OF WORKS AND SERVICES AS PER BID DOCUMENTS

- 18.1 The bidder must submit Bid Form duly signed by authorized signatory certifying compliance on the Scope of works and technical specifications incorporated in the Bid Documents.
- 18.2 In case there is any variation and/or deviation between the Scope of works and technical specifications prescribed by the Purchaser and that offered by the bidder, the bidder shall list out the same in the above statement without any ambiguity.
- 18.3 If a bidder furnishes wrong and/or misleading/misleading data, statement(s) etc. about the services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the Purchaser in this regard.

19. BID SECURITY

- 19.1 Bidders shall furnish as part of their bid, a Bid Security/ Earnest Money Deposit (EMD) / **Bid Security Declaration (whichever is applicable)** as per table given below for the quoted nos. of Schedules, in the form of FDR/ BG (format of BG enclosed at annexure X of the bid document) / DD in the favour of Strategic Alliance Management Services Pvt. Ltd., payable at Noida. EMD can also be deposited online through RTGS as per details given below:

Account Name: - Strategic Alliance Management Services Pvt. Ltd.
Name of Bank: Kotak Mahindra Bank
Account Name: Strategic Alliance Management Services Pvt Ltd.
Account No. 9447736992
IFSC: KKBK0000181
Branch: Sector 18 Noida

Sch. Nos.	Name of States	Earnest Money Deposit (EMD) (In Rs.)
1	Tripura	60,000
2	Madhya Pradesh	45,000
3	Odisha	30,000

- 19.2 For FDR/BG (pledged in the name of Strategic Alliance Management Services Pvt. Ltd., Noida) if opted for, originals should reach the SAMS office within 2 days of the submission deadline. Any delay by post or courier shall not be entertained.
- 19.3 The copy of EMD receipt (of any form) should be enclosed along with the hard copy of original bid.
- 19.4 Any bid not accompanied by Bid Security Amount / Bid Security Declaration as specified in ITB Para 19.1 above shall be rejected by the Purchaser as non-responsive.
- 19.5 No interest shall be payable by the Purchaser for the sum deposited as earnest money deposit.
- 19.6 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract.
- 19.7 The EMD shall be forfeited by the Purchaser in the following events:
- When the bidder withdraws or modifies its bid during the validity of bids as specified in the Letter of Bid; or
 - when the bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity, (i) fail or refuses to execute the Contract; or (ii) fail to furnish the Performance Security, if required in accordance with the Bid Documents.
 - If the bidder tries to influence the evaluation process.
- 19.8 The Micro and Small Enterprise (MSE) bidders, registered with MSME or those registered with NSIC or are registered with Central Purchase Organisation or the concerned Ministry or Department or Startups as recognised by Department of Industrial Policy & Promotion (DIPP) are exempted from submission of bid security. In such case, bidder should submit copy of MSME or National Small Industries Corporation (NSIC) registration and documents showing exemption from submission of bid security. In lieu of bid security bidder needs to submit the bid security declaration form (format of bid security declaration form enclosed at annexure Y).

20. BID VALIDITY

- 20.1 The bids shall remain valid for a period of 120 days after the due date of submission of bids. Any bid valid for a shorter period shall be treated as nonresponsive and rejected.
- 20.2 In exceptional situations, the bidders may be requested by the Purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail.

D. SUBMISSION AND OPENING OF BIDS

21. SUBMISSION OF BIDS

- 21.1 Bidders may submit their bids by post or by hand or drop in the box earmarked by the Purchaser. Bids so submitted shall enclose the original and each copy of the Technical Bid in separately sealed envelopes duly marked as "ORIGINAL" and "COPY" and original of Financial Bid duly marked as "ORIGINAL" in separately sealed envelope. The envelopes

containing the original and the copies of the Technical Bid and original of Financial Bid shall then be enclosed in one single sealed outer envelope.

21.2 The inner and outer envelopes shall bar the:

- a) name and complete address along with the mobile, telephone number and email address of the Bidder,
- b) complete postal address of the Purchaser,
- c) specific identification mark / Bid Ref. No. and subject matter of procurement,
- d) a warning 'not to open before the time and date for bid opening' as indicated in the Bidding Documents

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility about its consequences viz. misplacement or premature opening of the bid.

22. DEADLINE FOR SUBMISSION OF BIDS

22.1 Bids must be submitted before the bid submission deadline i.e. **03.00 PM of 24/10/2024**.

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 10.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23. LATE BIDS

23.1 Bidder will not be able to submit bids after closing of the deadline (date and time) for the submission of the bid.

24. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

24.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by the bidder or his representative authorized in writing and such letter of authority shall be enclosed with the bid. The corresponding substitution or modification of the bid contained in sealed envelopes as required must accompany the written notice. Such written notice shall be –

- a) submitted in accordance with the Bidding Documents with the envelope clearly marked as “Withdrawal – Technical Bid / Financial Bid,” “Substitution – Technical Bid / Financial Bid,” or “Modification – Technical Bid/ Financial Bid” as applicable, and
- b) received by the officer authorized to receive the bids, prior to the latest time and date fixed for receiving of bids.

24.2 Bids requested to be withdrawn shall be returned unopened to the bidders.

24.3 No bid shall be withdrawn, substituted, or modified after the time and date fixed for submission of bids i.e. time and **24/10/2024**.

E. BID OPENING

25. OPENING OF BIDS

25.1 The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend the Bid opening meeting (Online/ virtually” or physically as per their convenience) at 03.30 PM on 24/10/2024.

- 25.2 The Technical Bid shall be opened at the first instance **at 03.30 PM on 24/10/2024**. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the bids like Bid Security Declaration and any other special features of the bids, as deemed fit by the official(s) deputed for bid opening.
- 25.3 The Purchaser will prepare minutes of the technical bid opening at the end of the opening session, including, as a minimum: the name of the Bidder, the presence or absence of a bid security/bid security declaration etc. The minutes shall be distributed to all bidders who attended the meeting and will also be uploaded on Purchaser's website.
- 25.4 After the technical evaluation of bids is completed, the Purchaser shall notify those bidders whose bids are found non-responsive at this stage, and their Financial Bids will not be opened.
- 25.5 The Purchaser shall simultaneously notify in writing those bidders who have qualified during technical evaluation stage and inform them of the date, time and location for opening of the Financial Bids. The opening date shall allow the bidders sufficient time to make arrangements for attending the opening. The bidder's attendance at the opening of the Financial Bids is optional and is at the Bidder's choice.
- 25.6 Financial bids shall be opened only for qualified no. of schedules as per criteria mentioned below at para 25.7. The Financial Bids shall be opened by the Purchaser in the presence of the representatives of those bidders found qualified during the technical evaluation stage. These Financial Bids shall then be opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Bidders who submitted Bids.
- 25.7 In case a bidder is determined as technically qualified for lesser no. of Schedules than quoted by them, than the Purchaser shall have the prerogative to consider only the qualified no. of Schedules as per technical evaluation criteria defined at para 28 as per convenience and remaining shall be ignored. No representation from Bidders shall be entertained in this regard.

F. SCRUTINY AND EVALUATION OF BIDS

26. BASIC PRINCIPLE

- 26.1 Bids will be evaluated based on the terms & conditions, instructions, criteria already incorporated in the Bid Documents, based on which bids have been received and the information/documents given by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

27. PRELIMINARY SCRUTINY OF BIDS

- 27.1 The Purchaser will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed stamped and whether the bids are generally in order.
- 27.2 Prior to detailed evaluation of Bids, the Purchaser will determine the substantial responsiveness of each bid to the Bid Documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the Conditions of Contract given in the Bid Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, Taxes & Duties, Force Majeure, and Applicable law will be deemed to be a material deviation.
- 27.3 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 27.4 The bids which do not meet the eligibility and qualification requirements are liable to be treated as non-responsive and will be summarily ignored. In addition, the following are some of the important aspects for which a bid shall be declared non-responsive and will be summarily ignored.

- (i) The bidder should submit the Power of Attorney in favor of authorized signatory of Bid authorized signatory.
- (ii) Bid is signed by authorized signatory (each and every page)
- (iii) Copy of Certificate of GST Registration
- (iv) Copy of MSME registration (if applicable)
- (v) Copy of PAN Card
- (vi) Certificate of Incorporation/ Registration of the bidder / Article and Memorandum of Association or any such registration document such as partnership deed etc.
- (vii) Bidder should submit Notarized Affidavit giving undertaking that "bidder is not debarred / blacklisted by MOH&FW / GOI / any other Central Govt. / Department or State Government / UNOPS/UNDP / any other UN organizations / SAMS and the Global Fund as on the date of opening of bid.

28. EVALUATION CRITERIA OF BID

A. ASSESSMENT OF QUALIFICATION

After preliminary scrutiny of bids in accordance with ITB Para 27 above, Bidder's shall be assessed for their qualification for the Schedules quoted by them as per criteria given below:

- (a) Bidders can submit their bids for any or all schedules.
- (b) **Financial capability assessment:** To qualify for each Schedule, the bidder should have achieved an average annual turnover during the last three financial years (i.e. 2020-21, 2021-22 and 2022-23).

In support of the above qualification requirement, Bidder should submit Copies of **audited financial statements of accounts** (if applicable) (including *auditor's reports*) / CA certified turnover certificate and IT returns for last three financial years (i.e. 2020-21, 2021-22 and 2022-23).

Sch. No.	Name of Schedule	Average Annual Turnover requirement over last three F.Y. (i.e. 2020-21, 2021-22 and 2022-23) (INR)	Eligibility Criteria
1	Tripura	12,00,000	15,00,000
2	Madhya Pradesh	9,00,000	15,00,000
3	Odisha	5,50,000	15,00,000

(c) Eligibility Criteria:

- ^ In case bidder quotes for one schedule, bidder should have experience of successfully executed at least one or a combination of maximum of two similar works* during last 5 (five) years. Bidders quoting for various schedules will need to have similar experience costing not less than INR 15,00,000 per schedule as per above table. Details of minimum average annual turnover as well as the required minimum eligibility criteria per Schedule is mentioned in the above table (**refer ITB Clause No. 28 Technical Evaluation Criteria of Bid, A – Assessment of qualification, b- Financial capability assessment**).
- Supporting documents required - POs/Copy of contract for specific values as mentioned above.**

***Similar works** - Similar works shall mean the successful work of civil works and Associated Services/construction or renovation work in any healthcare facility/ laboratory/ hospital/ hospital waiting area as on date of opening of technical bids.

(d) LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER ALONG WITH THEIR BIDS FOR TECHNICAL QUALIFICATION AND EVALUATION

- i. Bidder must propose appropriate team members for each Schedule of Works with at least one site Manager/ Supervisor and one Civil Engineer for each quoted Schedule as per minimum criteria requirement given in Form Tech 4. – Ref. clause 13A - pt iv for the same.
- ii. Technical Compliance Sheet for each quoted schedule and site as per format given in the bid document.
- iii. Bidder should not be debarred / blacklisted by MOH&FW, GOI, or any other Central Govt. Department or State Government or UNOPS/UNDP, any other UN organizations, or SAMS as on the date of opening of bid. The bidder should also not be debarred by the Global Fund. In support of this qualification requirement, the bidder should submit Notarized Affidavit giving undertaking to the above effect.

B. TECHNICAL EVALUATION

- 28.1 After preliminary scrutiny of bids in accordance with ITB Para 27 above, the technical evaluation of substantial responsiveness of bids shall be carried out based on the information / documents submitted against Scope of Works and Technical Specifications for each quoted Schedules individually.
- 28.2 The bids determined as technically disqualified / non-responsive shall not be considered for opening of financial bids.
- 28.3 In case of Bidder quotes for multiple schedules, the average Annual turnover requirement, similar works, and Manpower requirement would be in multiples of the number of schedules quoted as specified in the evaluation criteria above at para 28 A-D.
- 28.4 **Schedule-wise technical evaluation shall be carried out and, bidder must meet technical qualification requirement for each schedule as mentioned in the para 28. Above to qualify under each schedule.**

C. FINANCIAL EVALUATION:

- 28.5 The financial evaluation of bids shall be carried out based on the total price inclusive of GST.
- 28.6 Financial evaluation shall be carried out only for technically qualified schedules and lowest evaluated responsive bidder under each schedule shall be considered for award of contract.

29. CLARIFICATION OF BIDS

- 29.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids.

30. CORRECTION OF ARITHMETICAL ERRORS

- 30.1 Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors in the following cases, namely:
 - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected,

- (b) if there is an error in calculation of the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected, and,
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail, subject to (a) and (b) above.
- 30.2 If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected.
- 30.3 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 30.1 shall result in the rejection of the Bid.

31. DETERMINATION OF TECHNICAL RESPONSIVENESS

- 31.1 The Bid Evaluation Committee constituted by the Purchaser shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder,
- 31.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -
- (a) "deviation" is a departure from the requirements specified in the Bidding Documents,
 - (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents, and
 - (c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.
- 31.3 A "material deviation, reservation, or omission" is one that,
- (a) If accepted, shall:-
 - (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents, or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Purchaser or the obligation of the Bidder under the proposed contract, or
 - (b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids,
- 31.4 The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission,
- 31.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid,
- 31.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

32. IMMATERIAL NON-CONFORMITIES IN BIDS

- 32.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive,
- 32.2 The Bid Evaluation Committee may request the bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, GSTIN Registration Certificate, etc. within a reasonable period of time. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid,
- 32.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the information or documentation received from the bidder under ITB Para 32.2.

33. CONFIDENTIALITY

- 33.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
- 33.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 33.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

34. FINAL EVALUATION OF BIDDERS' CAPABILITY TO PERFORM THE CONTRACT

- 34.1 The Purchaser, through the above process of bid scrutiny and evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid, is eligible, qualified, and capable in all respects to perform the contract satisfactorily.
- 34.2 To adjudge bidders' capability to perform the contract, the Purchaser may ask bidders to make detailed presentation on implementation plan of project.

35. CONTACTING THE PURCHASER

- 35.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the Purchaser for any reason relating to its bid, it should do so only in writing.
- 35.2 In case a bidder attempts to influence the Purchaser in the Purchaser's decision on scrutiny, comparison & evaluation of bid and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the Purchaser.

G. AWARD OF CONTRACT

36. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 36.1 The Purchaser reserves the right to accept in part or in full any bid or reject any bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

37. AWARD CRITERIA

- 37.1 The contract will be awarded to the lowest priced evaluated responsive bidder for each schedule, decided by the Purchaser based on the evaluation criteria defined above.

38. VARIATION IN SCOPE OF SERVICES AT THE TIME OF AWARD AND/OR DURING VALIDITY OF CONTRACT

- 38.1 *The Purchaser reserves the right to increase or decrease the quantity of the goods/ services to be supplied up to 30% at any time, till final delivery date/ final completion of the work at the cost as mentioned in the contract. Other terms and conditions mentioned in the bid document will remain unchanged.*

39. INTIMATION LETTER TO SUCCESSFUL BIDDER/NOTIFICATION OF AWARD

- 39.1 Before expiry of the bid validity period, the Purchaser will notify the successful bidder(s) in writing, only by speed post or by e-mail that its bid has been accepted, briefly indicating there in the essential details like description of services and corresponding prices accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 21 days along with the contract agreement from the date of this notification, failing which the award will be cancelled.
- 39.2 The Notification of Award shall constitute the formation of the Contract.

40. SIGNING OF CONTRACT

- 40.1 Promptly after notification of award, the Purchaser will send the contract form as per Format given in the Bid Documents duly completed and signed, in duplicate, to the successful bidder by speed post.
- 40.2 Within twenty-one days from the date of the Notification of Award as above, the successful bidder shall return the original copy of the contract, duly signed, and dated, to the Purchaser by registered / speed post.

SECTION- II: TECHNICAL PROPOSAL- STANDARD FORMS

TECHNICAL PROPOSAL – STANDARD FORMS

FORM TECH-1: Form of Bid / Letter of Technical Bid (Technical)

To,
The Director
M/s Strategic Alliance Management Services Pvt. Ltd.
B-18, Sector-6,
Noida, G.B. Nagar
Uttar Pradesh - 201301

Dear Sir,

Subject: Bid for Civil Works and Associated Services across various Nodal Drug Resistant Tuberculosis (DRTB) Centres under the National Tuberculosis Elimination Programme (NTEP).

Bid Ref. No. SAMS/FIND India/Works/ATE/01/2024

- (a) We, [**Name of Bidder**], hereby submit a bid for the above-referenced works in response to the above-referenced Bid Document for following Schedules:

Seq. No.	Schedule No.	Name of State

- (b) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 10);
- (c) We are agreeing to submit the Bid Security / Bid Security Declaration (as applicable) of the schedules quoted as mentioned in the bid document.
- (d) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB 4;
- (e) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **[insert table giving brief description of the Goods, Equipment and Related Services]**;
- (f) Our bid shall be valid for a period fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) If our bid is accepted, **we commit to obtain a performance security (10% of the total contract amount) in accordance with the Bidding Documents;**
- (h) We have proposed appropriate team members - for each Schedule of Works with at least one site Manager/ Supervisor and one civil engineer for each quoted Schedule having the following qualification and experience as required:-

S. No.	Type of the position	Suggestive Qualification required	Suggestive Experience required
1	Site Manager/ Supervisor	Diploma- Civil	Minimum 3 years' experience of civil work
2	One Civil Engineer	B. Tech/ B. E- Civil Engineering	Minimum 2 years' experience of civil work

- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any Procuring Entity under the State / UT Government, the Central Government, Autonomous body, Authority by whatever name called under them, UNOPS, UNDP, SAMS or GFATM as on the date of opening of bids;
- (k) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 5 of the Bidding Documents;
- (l) We hereby certify that we are neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract
- (m) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (n) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (o) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (p) We warrant that in preparing and submitting this bid, we have complied with, and are willing to be bound by, all of the requirements and provisions of the above- referenced Bid Document, including the terms and conditions of the Contract as set out in Bid Documents.
- (q) Our bid shall remain valid for SAMS/FIND India' acceptance until 120 days from the Closing Date.
- (r) We acknowledge and agree that:
- SAMS/FIND India is not bound to accept the lowest bid or any other bid it may receive in response to the above-referenced ITB.
 - no liability of SAMS/FIND India and no binding contract exists until the Contract is executed by both parties.
 - each party constituting the bidder is bound jointly and severally by this bid; and
- (s) If we visit a site for inspection, we agree to release SAMS/FIND India from all, and indemnify in respect of any damage, expense, loss or liability of any nature suffered or incurred by SAMS/ FIND India because of.
- loss of or damage to any real or personal property.
 - personal injury, disease, or illness to, or death of, any person.
 - financial loss or expense, arising out of the carrying out of that site inspection; and
 - transportation to the site (if provided) because of any accidents or malicious acts by third parties
- (t) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such

countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

- (u) Enclosed is a bid security declaration as per format provided in the Bid Documents.
- (v) We shall ensure compliance of The Global Fund's Code of Conduct for Suppliers (https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf), as amended from time to time.
- (w) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (x) I, the undersigned, certify that I am duly authorized by [*insert name of bidder*] to sign this bid

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp form of bid with official stamp of the bidder]

TECHNICAL PROPOSAL – STANDARD FORMS

FORM TECH-2: BIDDERS' INFORMATION FORM

[Bidders are required to provide the information sought below]

1. Name, Address, phone / email of the Bidder:

2. **Expertise of Organization:** [In brief, not more than 500 words]

- Organization structure (e.g., service provider, hospital owner)
- Years of experience in executing similar assignments
- Core areas of expertise of the organization

3. Details of staff under permanent rolls of the Bidder

- a. technical
- b. skilled
- c. unskilled

4. **Financial data of the organization**

Annual Turnover of Last 3 Financial Years (i.e. 2020-21, 2021-22 and 2022-23)

F.Y. - Rs. _____

F.Y. - Rs. _____

F.Y. - Rs. _____

P.S. Please attach Bidder should submit Copies of **audited financial statements of accounts** (if applicable) (including *auditor's reports*) / CA certified turnover certificate and IT returns for last three financial years (i.e. 2020-21, 2021-22 and 2022-23).

- Name and Address of Banker

5. **Client Reference List:**

[Please provide references such as customer's details, tel. nos. etc.]

Name of client/customer:	Description of service rendered	Client's Contact person name, telephone, and e-mail Id.
1.		
2.		
3.		

TECHNICAL PROPOSAL- STANDARD FORMS

FORM TECH-3: TECHNICAL COMPLIANCE SHEET

Sch. No. 1

**Name of Schedule: - Tripura, Site Seq. No. 1: - Agartala
Agartala Government Medical College & Govind Ballabh Pant Hospital, Agartala (West-Tripura)**

Civil Work:

Sl. No.	Bid Technical Specification (Main)	Specifications Compliance /Deviation, if any (kindly specify Make and model of the quoted items)
1.	Sputum Sample Collection Area- Sputum Collection Area- (Quantity-1) (In Open Space Area in front of TB-Lab) Area: 6 feet (length) x 6 feet (width) x 10 feet (height) Total area= 36 sq feet (As per tender technical specification)	
2.	Patient Waiting Area- Patient Waiting Area- (Quantity-1) Area: 30 feet (length) x 20 feet (width) x 10 feet (height) Total area= 600 sq feet (As per tender technical specification)	

Exhaust & Ceiling fan Electrical Works (New & Replacement):

1.	DSTB Male Ward Exhaust Fan of 350 mm Sweep, Speed-1300 RPM, Quantity-1 (New) . Installing of new exhaust fan by creating a provision in the wall with 230V AC supply switch & board. Note: Electrical supply board of 3 pin socket and 1 ON/OFF switch must be provided with connection of wire to 230V AC mains unit.	
2.	OPD & Registration Waiting Area Exhaust Fan of 350 mm Sweep, Speed-1300 RPM, Quantity-2 (New) . Installing of new exhaust fan by creating a provision in the wall with 230V AC supply switch & board. Note: Electrical supply board of 3 pin socket and 2 ON/OFF switch must be provided with connection of wire to 230V AC mains unit.	
3.	OPD-1 Exhaust Fan of 350 mm Sweep, Speed-1300 RPM, Quantity-1 (New) . Note: Removal of the existing glass and rods, mounting of Exhaust fan in Windowpane, covering the free space with Wooden ply with proper electrical supply board of 3 pin socket and 1 ON/OFF switch must be provided with connection of wire towards 230V AC mains supply unit.	

4.	<p>OPD-2 Exhaust Fan of 350 mm Sweep, Speed-1300 RPM, Quantity-1 (New). Note: Removal of the existing glass and rods, mounting of Exhaust fan in Windowpane, covering the free space with Wooden ply with proper electrical supply board of 3 pin socket and 1 ON/OFF switch must be provided with connection of wire towards 230V AC mains supply unit.</p>	
5.	<p>Common Radiology Waiting Area Exhaust Fan of 400 mm Sweep, Speed-1400 RPM, Quantity-2 (New). Note: Mounting (frame-fitting) of Exhaust fan in Window vent, covering the free space with Wooden ply with proper electrical supply board of 3 pin socket and 2 ON/OFF switch must be provided with connection of wire towards 230V AC mains supply unit.</p>	

Sch. No. 2

**Name of Schedule: - Madhya Pradesh, Site Seq. No. 2: - Bhopal
Regional Institute of Respiratory Disease Gandhi Medical College, Bhopal (Madhya Pradesh)**

Civil Work:

Sl. No.	Bid Technical Specification (Main)	Specifications Compliance /Deviation, if any (kindly specify Make and model of the quoted items)
1.	Sputum Sample Collection Area- Sputum Collection Area- (Quantity-1) (In Open Space Area in front of TB-Lab) Area: 6 feet (length) x 6 feet (width) x 10 feet (height) Total area= 36 sq feet (As per tender technical specification)	
2.	Washbasin proposed at New Smear preparation room- Counter type wash basin for Smear preparation- (Quantity-1) Installation of 1-unit New white Counter type Washbasin for smear preparation with Wall mounts of C.I brackets of 15 mm to 20 mm with one Brass Pillar cock Tap & Brass Angle cock tap of 32 to 35 mm C.P. brass waste of standard pattern, including painting and fittings of all brackets including the necessary plumbing work (inlet water supply connection and outlet connection to drainage) wherever require along with necessary plumbing work in the new Existing Smear preparation room. Dimension for Counter type Washbasin Ceramic type= 1feet 6-inch (Length) x 1feet (Width) x 0.8 feet (Height)	
3.	Window proposed at New Smear preparation room- For collecting sputum samples from patients- (Quantity-1) Provision should be done on the wall of 1 feet 6-inch (Height) x 2 feet (Width) at proposed smear preparation room with proper sliding & grilling system to collect sputum sample from patients.	
4.	Window proposed at New Registration & waiting Area- For giving case paper & token to patients- (Quantity-2) Provision should be done on the wall of 2.0 feet (Height) x 2.0 feet (Width) at proposed Registration & waiting area with proper sliding & grilling system to give case paper or tokens to patients.	
5.	Que-railing system (Steel railing, SS 304,16 gauge) proposed at New Registration Area – (Total-3) Que-railings. At the new proposed Registration area there must be proper 3 Que-railings management system. Specification for Que-railings- Que-railing 1: - One long Que-railing (middle) should be installed from Window wall at Length of 15 feet and Height 3 feet 6-inch. Que-railing 2 & 3: - Other two (left &right) Que-railing should be installed 1 ft away from the wall till the end of long Que-railing (middle) at Length of 14 feet and Height 3 feet 6-inch.	

Exhaust & Ceiling fan Electrical Works (New & Replacement):

1.	DRTB Male & Female Ward Celling Fan of 1200 mm with sweep 350 to 400 RPM, Quantity-4 (Replacement) .	
2.	New Smear preparation room proposed. Exhaust Fan of 450 mm Sweep, Speed-1400 RPM, Quantity-1 (New) . Note: Removal of the existing glass & mesh and mounting of Exhaust fan, covering the free space with Wooden ply with proper electrical supply board of 3 pin socket and ON/OFF switch must be provided with connection of wire towards 230V AC mains supply unit. Celling Fan of 1200 mm with sweep 350 to 400 RPM, Quantity-1 (New) . Note: Installation of new ceiling fan should be done at proposed smear preparation room with proper installation of hook and regulator knob along with mains electrical supply ON/OFF switch towards 230V mains AC.	
3.	New Registration & Waiting Area proposed. Celling Fan of 1200 mm with sweep 350 to 400 RPM, Quantity-3 (New) . Note: Installation of new ceiling fan should be done at proposed new registration area with proper installation of hook and regulator knob along with mains electrical supply ON/OFF switch towards 230V mains AC.	
4.	OPD Waiting Area Celling Fan of 1200 mm with sweep 350 to 400 RPM, Quantity-4 (New) . Note: Installation of new ceiling fan should be done at OPD Waiting area with proper installation of hook and regulator knob along with mains electrical supply ON/OFF switch towards 230V mains AC.	

**Name of Schedule: - Madhya Pradesh, Site Seq. No. 3: - Ujjain
Ruxamaniben Deep Chand Gardi Medical College, Ujjain (Madhya Pradesh)**

Civil Work:

Sl. No.	Bid Technical Specification (Main)	Specifications Compliance /Deviation, if any (kindly specify Make and model of the quoted items)
1.	<p>Sputum Sample Collection Area- Sputum Collection Area- (Quantity-1) (In Open Space Area in front of TB-Lab) Area: 6 feet (length) x 6 feet (width) x 10 feet (height) Total area= 36 sq feet (As per tender technical specification)</p>	

Exhaust & Ceiling fan Electrical Works (New & Replacement)

1.	<p>Ultrasound room. Exhaust Fan of 250 mm Sweep, Speed-1250 RPM, Quantity-1 (New). Installing of new exhaust fan must be done in Window with 230V AC supply switch & board. Removal of the existing glass and mounting of Exhaust fan, on Wooden ply. Note: Electrical supply board of 3 pin socket and 1 ON/OFF switch must be provided with connection of wire towards 230V AC mains unit.</p>	
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**Name of Schedule: - Madhya Pradesh, Site Seq. No. 4: - Indore
Manorama Raje Institute of Respiratory Disease & Tuberculosis, Indore (Madhya Pradesh)**

Civil Work:

Sl. No.	Bid Technical Specification (Main)	Specifications Compliance /Deviation, if any (kindly specify Make and model of the quoted items)
1.	<p>Sputum Sample Collection Area- Sputum Collection Area- (Quantity-1) (In Open Space Area in front of TB-Lab) Area: 6 feet (length) x 6 feet (width) x 10 feet (height) Total area= 36 sq feet (As per tender technical specification) Pathway- Construction of 30 Feet walking way with PCC and proper shade, for the new Sputum Collection area.</p>	

Exhaust & Ceiling fan Electrical Works (New & Replacement):

1.	<p>DRTB Male & Female Ward Common (Washrooms) Toilets Exhaust Fan of 250 mm Sweep, Speed-1250 RPM, Quantity-3 (New). Installing of new exhaust fan must be done in Window with 230V AC supply switch & board. Removal of the existing glass and Window, mounting of Exhaust fan, on Wooden ply. Note: Electrical supply board of 3 pin socket and 1 ON/OFF switch must be provided with connection of wire towards 230V AC mains unit.</p>	
2.	<p>DSTB Female Ward (Washrooms) Toilets Exhaust Fan of 250 mm Sweep, Speed-1250 RPM, Quantity-3 (New). Installing of new exhaust fan must be done in Window with 230V AC supply switch & board. Removal of the existing glass and Window, mounting of Exhaust fan, on Wooden ply. Note: Electrical supply board of 3 pin socket and 1 ON/OFF switch must be provided with connection of wire towards 230V AC mains unit.</p>	
3.	<p>DSTB Male Ward (Washrooms) Toilets Exhaust Fan of 250 mm Sweep, Speed-1250 RPM, Quantity-5 (New). Installing of new exhaust fan must be done in Window with 230V AC supply switch & board. Removal of the existing glass and Window, mounting of Exhaust fan, on Wooden ply. Note: Electrical supply board of 3 pin socket and 1 ON/OFF switch must be provided with connection of wire towards 230V AC mains unit.</p>	
4.	<p>DSTB Female Ward Exhaust Fan of 450 mm Sweep, Speed-1400 RPM, Quantity-4 (Replacement). Celling Fan of 1200 mm with sweep 350 to 400 RPM, Quantity-1 (Replacement).</p>	
5.	<p>DSTB Male Ward Exhaust Fan of 450 mm Sweep, Speed-1400 RPM, Quantity-4 (Replacement).</p>	

Sch. No. 3

**Name of Schedule: - Odisha, Site Seq. No. 5: - MKCG Berhampur
Maharaja Krushna Chandra Gajapati Medical College & Hospital, Sambalpur, Berhampur Ganjam
(Orissa)**

Civil Work:

Sl. No.	Bid Technical Specification (Main)	Specifications Compliance /Deviation, if any (kindly specify Make and model of the quoted items)
1.	Sputum Sample Collection Area- Sputum Collection Area- (Quantity-1) (In Open Space Area in front of TB-Lab) Area: 6 feet (length) x 6 feet (width) x 10 feet (height) Total area= 36 sq feet (As per tender technical specification)	

Exhaust & Ceiling fan Electrical Works (New & Replacement):

1.	Common Male Registration Waiting Area Wall mount Fan of 450 mm Sweep, Speed-1400 RPM, Quantity-5 (New) . Installing of new Wall mount fans must be done on Wall with proper fitting with 230V AC supply switch & board. Note: Electrical supply board of 3 pin socket and 5 ON/OFF switch must be provided with connection of wire towards 230V AC mains unit.	
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**Name of Schedule: - Odisha, Site Seq. No. 6: - Cuttack
Srirama Chandra Bhanja Medical College & Hospital, Cuttack (Orissa)**

Civil Work:

Sl. No.	Bid Technical Specification (Main)	Specifications Compliance /Deviation, if any (kindly specify Make and model of the quoted items)
1.	<p>Sputum Sample Collection Area- Sputum Collection Area- (Quantity-1) (In front of TB-LAB) Area: 6 feet (length) x 6 feet (width) x 10 feet (height) Total area= 36 sq feet (As per tender technical specification)</p>	

Exhaust & Ceiling fan Electrical Works (New & Replacement):

1.	<p>X-ray room Corridor Wall mount Fan of 450 mm Sweep, Speed-1400 RPM, Quantity-5 (New). Installing of new Wall mount fans must be done on Wall with proper fitting with 230V AC supply switch & board. Note: Electrical supply board of 3 pin socket and 5 ON/OFF switch must be provided with connection of wire towards 230V AC mains unit.</p>	
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Name of Schedule: - Odisha, Site Seq. No. 7: - Burla

Veer Surendra Sai Institute of Medical Sciences & Research, Sambalpur, Burla (Orissa)

Civil Work:

Sl. No.	Bid Technical Specification (Main)	Specifications Compliance /Deviation, if any (kindly specify Make and model of the quoted items)
1.	Sputum Sample Collection Area- Sputum Collection Area- (Quantity-1) (At Ground floor) Area: 6 feet (length) x 6 feet (width) x 10 feet (height) Total area= 36 sq feet (As per tender technical specification)	

Exhaust & Ceiling fan Electrical Works (New & Replacement):

1.	Common Registration & Waiting Area Wall mount Fan of 450 mm Sweep, Speed-1400 RPM, Quantity-2 (New) . Installing of new Wall mount fans must be done on Wall with proper fitting with 230V AC supply switch & board. Note: Electrical supply board of 3 pin socket and 2 ON/OFF switch must be provided with connection of wire towards 230V AC mains unit.	
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Tech X - Warranty Terms and Monitoring/Reporting Requirements

(these terms and conditions are applicable on all the sites and schedules)

Warranty Terms:

1. Bidders must provide a minimum of 12 months, or the warranty period provided by the manufacturer for each equipment/ machines/ any other item supplied by the bidder.
2. Defect Liability period of 15 months from the date of Final Work Completion Certificate for all Construction Work including Sputum collection area, Patient waiting area and Civil works and Associated Services.

Monitoring and reporting

- The selected agency must submit detailed monthly progress report with photos and videos of works going on at site to monitor the progress of project by the SAMS and FIND India.
- The agency requires to submit daily or weekly photos and videos of work progress at each site or as and when required
- Monitoring visit to the site by FIND India technical team and user team shall also be carried out on monthly basis or as and when required.

Fortnightly physical or online meetings with project team to provide an update of progress of project.

TECHNICAL PROPOSAL – STANDARD FORMS

FORM TECH-4: LIST OF APPROPRIATE TEAM MEMBERS

Note to bidders: Bidders shall provide the names of Team Members and their qualifications and experience along with the responsibilities proposed to be assigned for each schedule quoted.

Schedule No. ___

Position Description	Name	Qualification	Type of Work Experience (Eg. Civil)	Details of the roles and responsibilities assigned	Years Exp
[Insert Description]	[Insert Name]				[Insert No.]
[Insert Description]	[Insert Name]				[Insert No.]
[Insert Description]	[Insert Name]				[Insert No.]
[Insert Description]	[Insert Name]				[Insert No.]

**SECTION III – FINACIAL PROPOSAL - PRICE BID FORM
(STANDARD FORMS)**

(TO BE FILLED BY BIDDERS FOR QUOTING THEIR PRICES –
SCHEDULE-WISE)

Form FIN I - Price Bid Form (Financial)

[to be submitted with Price Bid only]

To,
Director,
M/s Strategic Alliance Management Services Pvt. Ltd. (SAMS),
B-18, Sector-6, Noida,
G.B. Nagar – 201301 (U.P.)

Dear Sir,

Subject: Bid for Civil Works and Associated Services across various Nodal Drug Resistant Tuberculosis (DRTB) Centres under the National Tuberculosis Elimination Programme (NTEP).

Bid Ref. No. SAMS/FIND India/works/ATE/01/2024

1. We, [**Name of Bidder**], hereby submit a bid for the construction of the above- referenced works in response to the above-referenced ITB for following Schedule:

Seq. No. (anyone or all schedules quoted by the Bidder)	Schedule No. (anyone or all schedules quoted by the Bidder)	Name of State

2. We warrant that in preparing and submitting this bid, we have complied with, and are willing to be bound by, any and all of the requirements and provisions of the above- referenced ITB, including the terms and conditions of the Contract as set out in the Bid Documents
3. **The cost in the financial bid submitted for each schedule should include all the expenses related to waste management (including clearance of debris). The scrap (non-functional exhaust fan etc.) or spare parts need to be handed over to the facility.**
4. Based on the above, our proposed **Total Contract Price is Rs. _____ for..... schedules** (amount in words) plus current applicable taxes/ GST shall be Rs.....
5. I, the undersigned, certify that I am duly authorized by [**insert name of bidder**] to sign this bid and bind [**insert name of bidder**]:

Name: _____
Title: _____
Date: _____
Signature: _____

Form FIN 2 – Form of Price Bid

(The FIN 2 Form should be submitted for each schedule in separate sealed Envelope)

Lump sum Contract Price

(To be submitted for each quoted Schedules individually)

Seq. No.	Sch. No.	Name of Schedule	State	Name of the Facility	Total Cost per Site exclusive of GST (Rs.)	Current applicable tax/GST amount for each Site (Rs.)	Total cost of site inclusive of GST (Rs.)	Total Cost including taxes/ GST per schedule (Rs.)
1	1	Tripura	Tripura	Agartala				
2	2	Madhya Pradesh	Madhya Pradesh	Bhopal				
3				Ujjain				
4				Indore				
5	3	Odisha	Odisha	MKCG Berhampur				
6				Cuttack				
7				Burla				

Note: The cost in the financial bid submitted for each schedule should include all the expenses related to waste management (including clearance of debris). The scrap (non-functional exhaust fan etc.) or spare parts need to be handed over to the facility.

Total Price in figures and words: _____

Place: _____ **Name** _____
Date: _____ **Signature of Bidder** _____
Seal of the Bidder _____

Form FIN 3 – Form of Price Bid
(The FIN 3 Form should be submitted for each schedule in separate sealed Envelope)
Break-up of Price Bid (Bill of Quantity-BOQ)
[to be submitted with Price Bid only]

SCHEDULE WISE (attached separately in excel)

- Bidders shall submit detailed workings of Lump Sum Contract Price (as given in FIN-1) for sample collection area and patient waiting area along with minor civil works and Associated Services (like supply, Installation of Exhaust Fan, Ceiling Fan and Refurbishment Work) in the below given format. The total price mentioned in the table below should coincide with the Price as given in FIN-1 and FIN 2 for each Schedule.

[KG- Kilogram, SQFT- Square feet, CUM- Cubic meter, RMT/RM- Runing meter, SQM- Square meter, Nos- Number of items]

Sch No: -1

Name of Schedule: - Tripura, Site Seq. No. 1: - Agartala

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
Agartala Government Medical College & Govind Ballabh Pant Hospital, Agartala (West-Tripura)									
A	Civil & Fabrication								
I	Reinforcement for RCC work	KG	80	1038	0	0	1118		
II	Plain Cement Concrete /IPS with Excavation work	CUM	2	25	0	0	27		
III	Centering & Shuttering work	SQM	10	36	0	0	46		
IV	Brick Work	CUM	1	5.2	0	0	6.2		
V	Plastering	SQM	10	50	0	0	60		
VI	Structural Steel Work	KG	500	2000	0	0	2500		
VII	Steel railing, SS 304 (16 gauge)	RMT	8	12	0	0	20		
VIII	Polycarbonate Sheet	SQM	12	80	0	0	92		
IX	Flooring & Wall Cladding	SQM	14	100	0	0	114		
X	M S Fencing with wire mesh	SQFT	72	0	0	0	72		
B	Electrical Services								
I	Circuit wiring	RM	30	60	0	0	90		
II	Ceiling Fan (new, 1200 mm sweep, 350-400 RPM)	Nos	1	5	0	0	6		
III	Exhaust Fan (new, 350 mm sweep, 1300 RPM)	Nos	0	0	0	5	5		

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
IV	Exhaust Fan (new, 400 mm sweep, 1400 RPM)	Nos	0	0	0	2	2		
V	LED light	Nos	1	2	0	0	3		
C	Misc								
I	Tissue paper and sanitizer holder	Nos	1	0	0	0	1		
II	Signages	Job	1	1	0	0	2		
III	Outdoor floor mounted standdustbins with durable plastic (HDPE), 80L capacity. The stand must be fixed in the ground.	Nos	1	2	0	0	3		
IV	Three-Seater Stainless Steel Waiting Area Visitor Chair, 325-350 Kg Weight Handling Capacity.	Nos	0	12	0	0	12		
V	Wall cutout provisionin wall for installation of exhaust fans including appropriate civilworks	Job	0	0	0	0	3		
Total Amount									
GST @ ...									
Total Amount (Including GST)									

Note: The cost in the financial bid submitted for each schedule should include all the expenses related to waste management (including clearance of debris). The scrap (non-functional exhaust fan etc.) or spare parts need to be handed over to the facility.

Sch No: -2

Name of Schedule: - Madhya Pradesh, Site Seq. No. 2: - Bhopal

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
Regional Institute of Respiratory Disease Gandhi Medical College, Bhopal (Madhya Pradesh)									
A	Civil & Fabrication								
I	Reinforcement for RCC work	KG	80	0	0	0	80		
II	Plain Cement Concrete/IPS with Excavation work	CUM	2	0	0	0	2		
III	Centering & Shuttering work	SQM	10	0	0	0	10		
IV	Brick Work	CUM	1	0	0	0	1		
V	Plastering	SQM	10	0	0	0	10		
VI	Structural Steel Work	KG	500	0	0	0	500		
VII	Steel railing, SS 304 (16 gauge)	RMT	8	0	0	0	8		
VIII	Polycarbonate Sheet	SQM	12	0	0	0	12		
IX	Flooring & Wall Cladding	SQM	14	0	0	0	14		
X	M S Fencing with wire mesh	SQFT	72	0	0	0	72		
B	Electrical Services								
I	Circuit wiring	RM	30	0	0	0	30		
II	Ceiling Fan (new, 1200 mm sweep, 350-400 RPM)	Nos	1	0	0	8	9		
III	Ceiling Fan (replacement, 1200 mm sweep, 350-400 RPM)	Nos	0	0	0	4	4		
IV	Exhaust Fan (new, 450 mm sweep, 1400 RPM)	Nos	0	0	0	1	1		
V	LED light	Nos	1	0	0	0	1		
C	Misc								
I	Tissue paper and sanitizer holder	Nos	1	0	0	0	1		
II	Signages	Job	1	0	0	0	1		
III	Outdoor floor mounted stand dustbins with durable plastic (HDPE), 80L capacity. The stand must be fixed in the ground.	Nos	1	0	0	0	1		

SI. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
IV	Installation of new counter type Wash Basin 1-unit white Ceramic type (Wall mount) 1 feet 6 inch (length) X 1 feet (width) X 0.8 feet (height) with C.I. brackets, 15mm C.P. brass pillar taps, 32mm C.P. brass waste of standard pattern, including painting and fittings of all brackets including the necessary plumbing work (inlet water supply connection and outlet connection to drainage) wherever required along with necessary plumbing work in the TB-LAB.	Job	0	0	0	1	1		
V	Creation of a window cutout in the wall of size 1 feet 6-inch (Height) x 2 feet (Width) at proposed smear preparation room with provision of SS 304 (16 gauge) window with proper sliding & grilling system including necessary civil works	Job	0	0	0	1	1		
VI	Creation of a window cutout in the wall of size 2 feet (Height) x 2 feet (Width) at proposed registration area with provision of SS 304 (16 gauge) window with proper sliding & grilling system including necessary civil works	Job	0	0	0	2	2		
VII	Steel railing, SS 304 (16 gauge) for Que-railing system proposed at New Registration & waiting area support and fix with base plate, anchor bolt and necessary welding work with required civil works.	RMT	0	0	0	33	33		
Total Amount									
GST @...									
Total Amount (Including GST)									

Name of Schedule: - Madhya Pradesh, Site Seq. No. 3: - Ujjain

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
R. D. Gardi Medical College, Ujjain, Madhya Pradesh									
A	Civil & Fabrication								
I	Reinforcement for RCC work	KG	80	0	0	0	80		
II	Plain Cement Concrete/IPS with Excavation work	CUM	2	0	0	0	2		
III	Centering & Shuttering work	SQM	10	0	0	0	10		
IV	Brick Work	CUM	1	0	0	0	1		
V	Plastering	SQM	10	0	0	0	10		
VI	Structural Steel Work	KG	500	0	0	0	500		
VII	Steel railing, SS 304 (16 gauge)	RMT	8	0	0	0	8		
VIII	Polycarbonate Sheet	SQM	12	0	0	0	12		
IX	Flooring & Wall Cladding	SQM	14	0	0	0	14		
X	M S Fencing with wire mesh	SQFT	72	0	0	0	72		
B	Electrical Services								
I	Circuit wiring	RM	30	0	0	0	30		
II	Ceiling Fan (new, 1200 mm sweep, 350-400 RPM)	Nos	1	0	0	0	1		
III	Exhaust Fan (new, 250 mm Sweep, 1250 RPM)	Nos	0	0	0	1	1		
IV	LED light	Nos	1	0	0	0	1		
C	Misc								
I	Tissue paper and sanitizer holder	Nos	1	0	0	0	1		
II	Signages	Job	1	0	0	0	1		
III	Outdoor floor mounted stand dustbins with durable plastic (HDPE), 80L capacity. The stand must be fixed in the ground.	Nos	1	0	0	0	1		
								Total Amount	
								GST @...	
								Total Amount (Including GST)	

Name of Schedule: - Madhya Pradesh, Site Seq. No. 4: - Indore

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other section of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
Manorama Rajee Tuberculosis Hospital, Indore, Madhya Pradesh									
A	Civil & Fabrication								
I	Reinforcement for RCC work	KG	80	0	0	0	80		
II	Plain Cement Concrete/IPS with Excavation work	CUM	2	0	2.5	0	4.5		
III	Centering & Shuttering work	SQM	10	0	0	0	10		
IV	Brick Work	CUM	1	0	0	0	1		
V	Plastering	SQM	10	0	0	0	10		
VI	Structural Steel Work	KG	500	0	900	0	1400		
VII	Steel railing, SS 304 (16 gauge)	RMT	8	0	0	0	8		
VIII	Polycarbonate Sheet	SQM	12	0	25	0	37		
IX	Flooring & Wall Cladding	SQM	14	0	0	0	14		
X	M S Fencing with wire mesh	SQFT	72	0	0	0	72		
B	Electrical Services								
I	Circuit wiring	RM	30	0	0	0	30		
II	Ceiling Fan (replacement, 1200 mm sweep, 350-400 RPM)	Nos	0	0	0	1	1		
III	Ceiling Fan (new, 1200 mm sweep, 350-400 RPM)	Nos	1	0	0	0	1		
IV	Exhaust Fan (new, 250 mm sweep, 1250 RPM)	Nos	0	0	0	11	11		
V	Exhaust Fan (replacement, 450 mm sweep, 1400RPM)	Nos	0	0	0	8	8		
VI	LED light	Nos	1	0	0	0	1		
C	Misc								
I	Tissue paper and sanitizer holder	Nos	1	0	0	0	1		
II	Signages	Job	1	0	0	0	1		
III	Outdoor floor mounted standdustbins with durable plastic (HDPE), 80L capacity. The stand must be fixed in the ground.	Nos	1	0	0	0	1		
								Total Amount	
								GST @...	
								Total Amount (Including GST)	

Note: The cost in the financial bid submitted for each schedule should include all the expenses related to waste management (including clearance of debris). The scrap (non-functional exhaust fan etc.) or spare parts need to be handed over to the facility.

Sch. No. 3

Name of Schedule: - Odisha, Site Seq. No. 5: - MKCG Berhampur

SI. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
Maharaja Krushna Chandra Gajapati Medical College & Hospital, Sambalpur, Berhampur Ganjam (Orissa)									
A	Civil & Fabrication								
I	Reinforcement for RCC work	KG	80	0	0	0	80		
II	Plain Cement Concrete/IPS with Excavation work	CUM	2	0	0	0	2		
III	Centering & Shuttering work	SQM	10	0	0	0	10		
IV	Brick Work	CUM	1	0	0	0	1		
V	Plastering	SQM	10	0	0	0	10		
VI	Structural Steel Work	KG	500	0	0	0	500		
VII	Steel railing, SS 304 (16 gauge)	RMT	8	0	0	0	8		
VIII	Polycarbonate Sheet	SQM	12	0	0	0	12		
IX	Flooring & Wall Cladding	SQM	14	0	0	0	14		
X	M S Fencing with wire mesh	SQFT	72	0	0	0	72		
B	Electrical Services								
I	Circuit wiring	RM	30	0	0	0	30		
II	Ceiling Fan (new, 1200 mm sweep, 350-400 RPM)	Nos	1	0	0	0	1		
III	Wall Mounting Fan (New, 450 mm sweep, 1400 RPM)	Nos	0	0	0	5	5		
VI	LED light	Nos	1	0	0	0	1		
C	Misc								
I	Tissue paper and sanitizer holder	Nos	1	0	0	0	1		
II	Signages	Job	1	0	0	0	1		

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
III	Outdoor floor mounted stand dustbins with durable plastic (HDPE),80L capacity. The stand must be fixed in the ground.	Nos	1	0	0	0	1		
Total Amount									
GST @...									
Total Amount (Including GST)									

Name of Schedule: - Odisha, Site Seq. No. 6: - Cuttack

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
Srirama Chandra Bhanja Medical College & Hospital, Cuttack (Orissa)									
A Civil & Fabrication									
I	Reinforcement for RCC work	KG	80	0	0	0	80		
II	Plain Cement Concrete/IPS with Excavation work	CUM	2	0	0	0	2		
III	Centering & Shuttering work	SQM	10	0	0	0	10		
IV	Brick Work	CUM	1	0	0	0	1		
V	Plastering	SQM	10	0	0	0	10		
VI	Structural Steel Work	KG	500	0	0	0	500		
VII	Steel railing, SS 304 (16 gauge)	RMT	8	0	0	0	8		
VIII	Polycarbonate Sheet	SQM	12	0	0	0	12		
IX	Flooring & Wall Cladding	SQM	14	0	0	0	14		
X	M S Fencing with wire mesh	SQFT	72	0	0	0	72		
B Electrical Services									
I	Circuit wiring	RM	30	0	0	0	30		
II	Ceiling Fan (new, 1200 mm sweep, 350-400 RPM)	Nos	1	0	0	0	1		
III	Wall Mounting Fan (New, 450 mm sweep, 1400 RPM)	Nos	0	0	0	5	5		
VI	LED light	Nos	1	0	0	0	1		
C Misc									
I	Tissue paper and sanitizer holder	Nos	1	0	0	0	1		
II	Signages	Job	1	0	0	0	1		

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
III	Outdoor floor mounted stand dustbins with durable plastic (HDPE),80L capacity. The stand must be fixed in the ground.	Nos	1	0	0	0	1		
Total Amount									
GST @...									
Total Amount (Including GST)									

Name of Schedule :- Odisha, Site Seq. No. 7 :- Burla

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
Veer Surendra Sai Institute of Medical Sciences & Research, Sambalpur, Burla (Orissa)									
A	Civil & Fabrication								
I	Reinforcement for RCC work	KG	80	0	0	0	80		
II	Plain Cement Concrete/IPS with Excavation work	CUM	2	0	0	0	2		
III	Centering & Shuttering work	SQM	10	0	0	0	10		
IV	Brick Work	CUM	1	0	0	0	1		
V	Plastering	SQM	10	0	0	0	10		
VI	Structural Steel Work	KG	500	0	0	0	500		
VII	Steel railing, SS 304 (16 gauge)	RMT	8	0	0	0	8		
VIII	Polycarbonate Sheet	SQM	12	0	0	0	12		
IX	Flooring & Wall Cladding	SQM	14	0	0	0	14		
X	M S Fencing with wire mesh	SQFT	72	0	0	0	72		
B	Electrical Services								
I	Circuit wiring	RM	30	0	0	0	30		
II	Ceiling Fan (new, 1200 mm sweep, 350-400 RPM)	Nos	1	0	0	0	1		
III	Wall Mounting Fan (new, 450 mm sweep, 1400 RPM)	Nos	0	0	0	2	2		
VI	LED light	Nos	1	0	0	0	1		
C	Misc								
I	Tissue paper and sanitizer holder	Nos	1	0	0	0	1		
II	Signages	Job	1	0	0	0	1		

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
III	Outdoor floor mounted stand dustbins with durable plastic (HDPE),80L capacity. The stand must be fixed in the ground.	Nos	1	0	0	0	1		
Total Amount									
GST @...									
Total Amount (Including GST)									

Note: The cost in the financial bid submitted for each schedule should include all the expenses related to waste management (including clearance of debris). The scrap (non-functional exhaust fan etc.) or spare parts need to be handed over to the facility.

Section IV - SCHEDULE OF REQUIREMENT

This schedule comprises of the following details: -

IV A – Details of Sites

IV B -Schedule for Completion and Handover of Works

IV C - Detailed address of sites:

IV D - Technical Specification of Civil and Electrical Works

IV E - Technical Specifications of Patient waiting Area and Sputum Collection Area

IV F- Schedule of Payment Timelines

IV G – Technical Scope of Work

IV A. Details of sites

Seq. No.	Sch. No.	Civil Works and Associated Services across various Nodal Drug Resistant Tuberculosis (DRTB) Centres under the National Tuberculosis Elimination Programme (NTEP)		
		Name of Schedule	State	Site
1	1	Tripura	Tripura	Agartala
2	2	Madhya Pradesh	Madhya Pradesh	Bhopal
3				Ujjain
4				Indore
5	3	Odisha	Odisha	MKCG Berhampur
6				Cuttack
7				Burla

IV B. Schedule for Completion and Handover of Works: Within three (3) months of issuance of Notification of Award (NOA) for each quoted Schedule.

IV C. Detailed address of sites:

Sl. No.	Consignee Name	Address	State	City	Pin Code	Contact Name	Designation	E-mail Id	Phone No	Alternate Phone No
1	Agartala Govt Medical College & GBP Hopsital, Agartala	Agartala Govt Medical College & GB Pant Hopsital, Agartala, Tripura	Tripura	Agartala	799006	Dr S K Debbarma	Medical Superintendent	msagmcgbph@gmail.com	9436124052	8794895510
2	RIRD under Gandhi Medical College, Department of Pulmonary Medicine, TB Hospital	Idgah Hills, Bhopal	Madhya Pradesh	Bhopal	462001	Dr Nishant Srivastav	HoD, Pulmonary medicine	Drnishant.srivastava04@gmail.com	8889500275	8889500275
3	Ruxamaniben Deepchand Gardi Medical College, Department of Pulmonary Medicine	Agar Road, Village Surasa, Ujjain	Madhya Pradesh	Ujjain	456001	Dr Arti Julka	HoD pulmonary Medicine	artijulka@yahoo.co.in	9827221810	9827221810
4	Manorama Raje TB and Respiratory Diseases Institute	K E H Compound, Opposite Gokuldas Hospital, Indore, Sarjuprasad Marg, Maharaja Yeshwantrao Hospital Backside Rd, South Tukoganj, Indore	Madhya Pradesh	Indore	452001	Dr Sanjay Avasiya	HoD pulmonary Medicine	Sanjayavashia66@yahoo.com	9826037750	9826037750
5	MKCG Medical College and Hospital, Berhampur	NH-59, Brahmapur	Orissa	Berhampur	760004	Dr. K. Krishnamurthy	Hod Respiratory Medicine	drkrishidev@yahoo.co.in	9437166076	9437166076
6	SCB Medical college and hospital	Behera colony, Mangal bagh, cuttack	Orissa	Cuttack	753001	Dr. S.S. Mishra	Medical Superintendent	drssmishra1959@gmail.com	7381231102	9437063933
7	Veer Surendra Sai Institute of Medical Sciences and Research	Burla, Sambalpur	Orissa	Burla	768017	Dr. Lal Mohan	Medical Superintendent	drlalmohan@yahoo.co.in	9437058422	9776148787

IV D. Technical Specification of Civil and Electrical Works

Sl. No.	Technical Specification of Work	Unit
A	Civil & Fabrication	
I	Reinforcement	
	<p>Providing and fixing of double layer steel size @ 12mm & 10 mm thick steel reinforcement for RCC works including transporting, de-coiling, straightening, cutting, bending and placing in position at all levels and binding with approved quality G.I. annealed coated binding wire (18G). The rate shall include cost of binding wire, chairs, spacers and pins which will not be measured separately for payment. Quantity of steel as per drawing and with overlaps as per standard drawing of the structural consultant only shall be measured and paid for. Unauthorised laps shall not be paid for. The rate also includes protecting the reinforcing bars – in their virgin form or in the fabricated form, or when placed and tied up in position or as dowels left for future continuation of work or at construction joint – against corrosion due to exposure to weather if left exposed and un-encased for more than three weeks from the date of delivery to the site. Adequate & proper cover blocks either cement or PVC with 100mm high Steel reinforcement Z Spacer. Rolling Margin shall be within the allowable limits as specified in the technical specifications. Note: Considered Double Mesh with 50 mm Spacer at bottom, 100mm MS Z spacer in Center.</p> <p>The contractors unit rate is for all materials including reinforcement steel based on the basic rate for reinforcement steel, specified binding wire, chair rod, spacer rod, labour, tools, scaffolding, to take delivery from suppliers, neat stacking, leading, lifting, unloading, following lead and lift at all levels, and for all other works and to complete the works as directed by the consultants & EIC.</p>	KG
II	Plain Cement Concrete/IPS	
	<p>Providing and laying in position plain cement concrete of 1:2:4 (M15) grade with 20mm downgraded coarse aggregate for levelling course / fill under foundations/ steps/ walls/ platforms/ground floor/ slabs on grade or as specified by Structural consultant / EIC etc., by dump with all level of finishing for further flooring work, at any depth/ all levels, including cantering, shuttering, vibrating, compacting, curing, removal of formwork, dewatering, all lead and lifts, in layers of specified thickness in alternative bays etc. all complete and as directed for the following mixes. The cement used for PCC and RCC works shall be 43/53 Grade OPC with fly ash (Fly ash content allowed to maximum 20% of cementations material). Weigh batching shall be done as per approved Design Mix. Rates quoted shall be inclusive of all leads, lifts at all levels and Royalty and floor finishing/IPS.</p>	CUM
III	Brick Work	
	<p>Providing and construction of 230mm thick brick masonry with bricks of class designation 75 in cement mortar (1:6) in walls, pillars, pedestals support etc. at all levels as desired as per IS including racking out joints, cleaning and soaking the bricks at least for 24 hours before use and necessary scaffolding, all lifts and heights, curing at least for 7 days etc., complete, etc.</p> <p><i>Note: Contractor need to construct Step and ramp of 5't length at either/single side of the connected walkway with Sputum & Patient sitting area.</i></p>	CUM
IV	Plastering	
	<p>Providing and Laying 12 to15 mm thick cement plaster in Cement mortar 1:3:3 (1 cement: 3 fine sand and 3 coarse sand) to walls Neatly finished on masonry surfaces including jambs, grooves etc on internal/External surfaces of brick walls, finished rough and ready to take on cladding/Dado works. Rate shall include for scaffolding, grooves, sills, pattas, curing, surface preparation before the application of plaster, providing GI chicken mesh as mentioned above to a width of 150mm at the junctions of masonry and concrete works including tying in position by using suitable nails / clamps / screws and as directed etc. complete at all levels including top of the constructed brick wall.</p>	SQM
V	Structural Steel Work	

Sl. No.	Technical Specification of Work	Unit
	<p>The steel work shall include assembly, welding, jointing, building up new sections and fabrication out of rolled or formed steel sections and / or plates of any thickness for columns, beams, trusses, purlins, etc. using plates, channels and angles, gusset plate, foundation bolts, cleats etc. as per drawing, steel conforming to IS: 226 with minimum yield strength of 250 Mpa. The rate shall include cleaning the surface of the steelwork with mild acid wash, wire brush and pressurised water jet.</p> <p>For the Said work / line item indicative brief as shown below Earthwork & RCC Work of 2.5'3" X 2.5'3" X 2.5'3" ft pit (with PCC after Installing Pipe) and further providing & Fixing MS Square Pipe 100 mm X 100 mm (2.4 mm thickness) heavy weight (c/c 10 ft) for verticals & horizontal, 50 mm X 50 mm (2 mm thickness) for tie and truss work with red oxide primer and enamel Paint on MS Structure. All Tools shall be in contractor's scope. (Welding Machine & Rod, Cutting machine & Blad etc. The rate to be inclusive of welding anchors, lifting hooks, rungs, templates etc, also including forming partial pockets in the concrete along with the embedment of the bolts, inserts etc.</p>	KG
VI	Steel railing	
	SS 304 (16 gauge)	RMT
VII	Polycarbonate Sheet	
	Providing and laying 10 mm thick Twin wall and both side UV coated sheet for the shed and should comply basic spec as per shared technical data and the rate should be inclusive of anchors, lifting hooks, rungs, templates, screw, washer/ mechanical driven screw washer installation etc.	SQM
VIII	Flooring & Wall Cladding	
	Providing and laying Flooring/wall cladding with machine cut Full Homogeneous Body Vitrified Tiles (Double Charged) of size 600mm x 600mm or similar size as per facility requirement, in approved pattern, pattern, as per the drawings provided by the Architect, EI, with an average bed of 6-8mm thick bed of cementitious adhesives, including surface preparation, neat cement float, giving necessary slopes, cleaning joints and grouting them in epoxy grouts of approved make with pigmented additives to match shade of the tile.	SQM
IX	M S Fencing with wire mesh	
	Providing and laying of 05"X0.5" ,10 gauge ,50 mm pipe framing	SQFT
X	Wash basin	JOB
	<ul style="list-style-type: none"> - Ceramic Type: Providing and fixing of white vitreous China new wash basin at desired location with C.I. brackets, 15 C.P. brass pillar taps, 32mm C.P, brass waste of standard pattern, including painting, fittings, and brackets, cutting, and repairing the walls including necessary plumbing work (inlet and drainage). Supply and drainage pipes should be made of PVC. Dimensions and inlet & drainage pipe length of wash basin as per the scope of work. - SS type: Providing and fixing of Modular standalone hand washing sinks made of SS 304 with SS water inlet tape mechanism shall be provided as per design and shall be equipped with back-flow prevention devices. Inlet and outlet pipes should be made of PVC with closure outside lab made of SS plate. Dimensions and inlet & drainage pipe length of wash basin as per the scope of work. 	
XI	Creation of Door or window	JOB
	Providing & fixing anodized aluminium sections for doors / windows / glazing manufactured from best extruded aluminium sections and corners grinded with joints. Glass-Aluminium Door with proper handle, door lock, key system & hydraulic door closure with appropriate Neoprene gasketing. Scope includes for breakage of wall as required in the tech specs. Dimensions as per scope of work.	
XII	Work Bench	JOB
	<ul style="list-style-type: none"> - SS type: Providing and fixing of Stainless-steel grade 304 Work Bench of required dimensions. Frame shall be made up of SS 304 with minimum 30 mm Vertical and Horizontal pipes with nylon cushion/ bushing for the legs, no under self, non-particle shredding material and shall be chemical resistant to allow chemical disinfection. Dimensions as per scope of work. - Platform type: Providing and fixing of Work bench with brick and mortar with granite top of required dimensions along with one counter-type washbasin including necessary plumbing work (inlet and drainage). Supply and drainage pipes should be made of PVC. Dimensions and inlet & drainage pipe length of wash basin as per the scope of work. 	

Sl. No.	Technical Specification of Work	Unit
B	Electrical Services	
I	Ceiling Fan	
	<p>Supplying and fixing ceiling fan of 1200 mm sweep suitable to work on 220 -250V, 50 HZ A.C supply complete with aluminium blades duly painted with stove enamel white paint or any other available shade as instructed by site engineer, 2 nos. of canopies, down suspension rod, insulator shackle.</p> <ul style="list-style-type: none"> • The fan motor shall be 100% Copper; capacitor start capacitor run and shall have double ball bearings. • Speed 370 RPM; Air Delivery 225 CMM; • The ceiling fan shall be suspended from the ceiling by providing an „s” type hook of 10 mm M.S. round bars anchored to the reinforcement of the slab, making the patch work wherever required. • In the case of trusses, the “s” fan hook shall be fixed with a suitable clamping arrangement and mounted just above the adjacent fluorescent fixture to avoid the „s” type fan hook shall be fixed with suitable clamping arrangement and be mounted just above the adjacent fluorescent fixture to avoid the shadows. • The fan shall be connected by three core PVC/PVC insulated sheathed flexible wire with copper conductors of size 16/0.20mm. • Electronic An electronic fan regulator shall be provided for each fan. The Electronic Regulator for the ceiling fan shall be of Step type of electronic circuit. The regulator shall be rated for a minimum 100W. • All ceiling fans shall be wired to the ceiling rose through the connector to which fan rod wires shall be connected and suspended from hooks or shackles with the insulators between hooks and suspended rods. • Dedicate A dedicated ON/OFF switch is to be provided, wherever it’s not available. • The ceiling fan requirement may be new or replacement. So accordingly, the fan has to be fixed in the ceiling along with provision and installation of dedicated switch, regulator and wiring with conduit work to be carried out as per site requirement. 	Nos.
II	Exhaust Fan:	
	<p>Exhaust fan of sweep 300 mm, Speed-1500 RPM / required capacity as mentioned in the BOQ conforming to I.S.2312 of 1967 and of approved make and shall be suitable to work on 220V - 250V, 50 HZ A.C. single phase or 3 phase 415V A.C. supply. Single phase fan shall have a capacitor start-run motor. The motor shall be Heavy Duty, 100% copper, totally enclosed type and provided with pressure die cast die-cast aluminium rotor mounted on ball bearings. The impeller shall be with four curved blades of sheet steel fitted on aluminium die cast. The complete assembly shall be balanced to minimize vibration. The frame shall be fabricated from sheet steel. The fan and steel work shall be finished with the dark grey stove or any suitable colour enamelled paint.</p> <p>The fan shall be installed on suitable size teak wood batten covered with wire mesh. Batten shall not be less than 50 X 40 mm.</p> <p>The fan shall be installed in the window frame or by taking a suitable properly finished round hole in the wall. The fan shall be connected to the supply outlet near the mounting complete with 3 pin socket or to three plate ceiling rose by means of suitable size three-core PVC/PVC flexible wire of size 14/0.193 mm. of 16 / 0.20 mm. copper conductors.</p>	Nos.
III	Light Fixtures	
	<p>Supply Installation and Commissioning of '36 W LED Batten with Optical PC material for excellent and smooth light output, CRI>80, uniform distribution, Lifetime of 30,000 burning hours@ L70, comply to 3KV surge test, Colour Temperature should be 5700k, Power Factor >0.9.</p>	Nos.

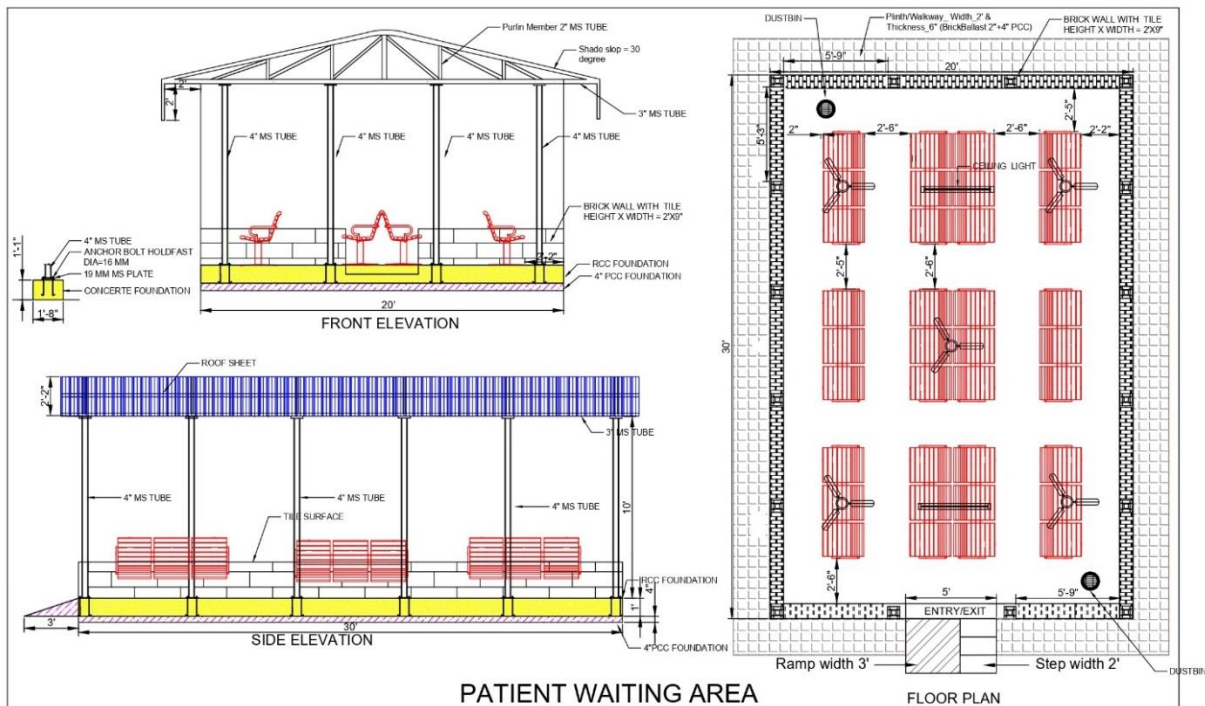
IV E. Technical Specifications of Patient waiting Area and Sputum Collection Area

➤ Technical Specification of Patient waiting Area:

Outdoor Patient Waiting Area (technical specifications for its civil work construction)

Purpose: Designated place for patients and their attendants to sit or stand and wait for their appointment or check-up outside the main building. This waiting area allows them to wait in a comfortable open place as well as reduce crowding and there by the chance for transfer of infection. This is a shaded and naturally well-ventilated area nearby to OPD or Registration area.

Area/ space required: An area of 30' (length) x20' (width) i.e., 600 sq. ft with a height of 10'. This space is adequate for approximately 40 patients or their relatives to sit or stand in the waiting area. The area and dimensions may vary depending on the available space at the site.



Construction/ Civil works required (as shown in the drawings above):

- 1) **Platform:** Provision of 4" thick layer of PCC (1:5:10). RCC rigid platform with dimensions of 30'x20'x1' (W x D x H) shall be made with cement, coarse aggregates (stone chips/ brick chips), fine aggregates (crushed stone or sand), water and M.S steel 8mm Ø and filling with carted coarse sand in trenches, sides of foundations and basement work. There will be adequate numbers of concrete foundations for fixing vertical roof frame. This will have 19 mm MS plates with anchor bolts. The 4" MS vertical pipe (round/ square shape) will be welded to these plates at the bottom and will connect at the top with horizontal support frame pipes.
- 2) **Walls:** As shown in the layout, it will be a 9" brick parapet wall with 2' in height across all the side walls. The brick walls will be fully plastered and tiled on all sides (inner, outer and on the top). Tiles will be vitrified tiles.
- 3) **Entry/ Exit:**
 - a. Entry/ exit will be through an open space in the front wall measuring about 5' wide.

- b. There will be stairs as well as an anti-skid ramp to reach the entry/ exit opening as the floor will be about 1' above the ground.
 - i. Ramp will be made up of PCC and stairs will be made of brick and PCC.
 - ii. Both of these will have railings (4' height) to support for easy climbing.
 - iii. Staircase will be 2' wide and will have 3 steps.
 - iv. The ramp will be 3' wide with slope length of 3' (for specially-abled-person/s to climb up).
 - c. More than one entry/ exit can be prepared based on availability of space and ease of moving.
- 4) **Flooring:** Floor will be made of vitrified non-skid tiles of size of 2' x 2' each (or more). The tiles shall be pasted with cement, sand and stone dust mixture or chemical solution on the floor.
- 5) **Roof:**
- a. Roof shall be made using 10 mm thick and UV coated polycarbonate sheet (both side coating)
 - b. Roof support frame:
 - i. Vertical support: 4" M.S round/ square pipes up to 10' height shall be used for vertical support at all foundation bolts.
 - ii. Horizontal Support: 3" M.S round/ square pipes shall be used for horizontal support below the polycarbonate sheet.
 - c. Roof sheets will be fixed to the vertical and horizontal support frames with inclined purlin members and with help of nut, bolts and accessories.
 - d. Roof inclination: Roof shall be erected in 30° inclined manner from the center to the sides and should get extend at least 600 mm beyond brick wall. Further on edges, it will be inclined vertically to at least 2 feet down to protect from windswept rain on all the sides. This inclination will be supported by 2" M.S round/ square pipes. The roof may be either tapered shape or dome shape.
 - e. Painting: All M.S structure will be painted with red oxide and enamel paint.
- 6) **Surrounding walkway** pathways and connection to nearby facility:
- a. Walkway pathways surrounding the waiting area: It will be of width 2'ft and at least 100mm above the ground. It will be made up of brick ballast ramming with PCC (plain concrete cement) on top of it.
 - b. Walkway connecting nearby facility:
 - i. It will be made up of brick ballast ramming with PCC (plain concrete cement) on top of it.
 - ii. It will have width of 4ft and at least 100mm above the ground. Length will depend on the distance of the Patient waiting area from the nearby building entrance or a common walkway (about ~30 feet distance, though it may vary from place to place).
 - iii. This walkway will be covered (shaded), to protect from rain or direct sunlight. Its roof will be made up of UV coated polycarbonate sheet (both side coating).
 - 1. Roof support frame
 - a. Vertical support: 4" M.S round/ square pipes up to 10' height shall be used for vertical support at all foundation bolts.
 - b. Horizontal Support: 3" M.S round pipe shall be used for horizontal support below the polycarbonate sheet.
 - c. Roof sheets will be fixed to the vertical and horizontal support frames with inclined purlin members and with help of nut, bolts and accessories.

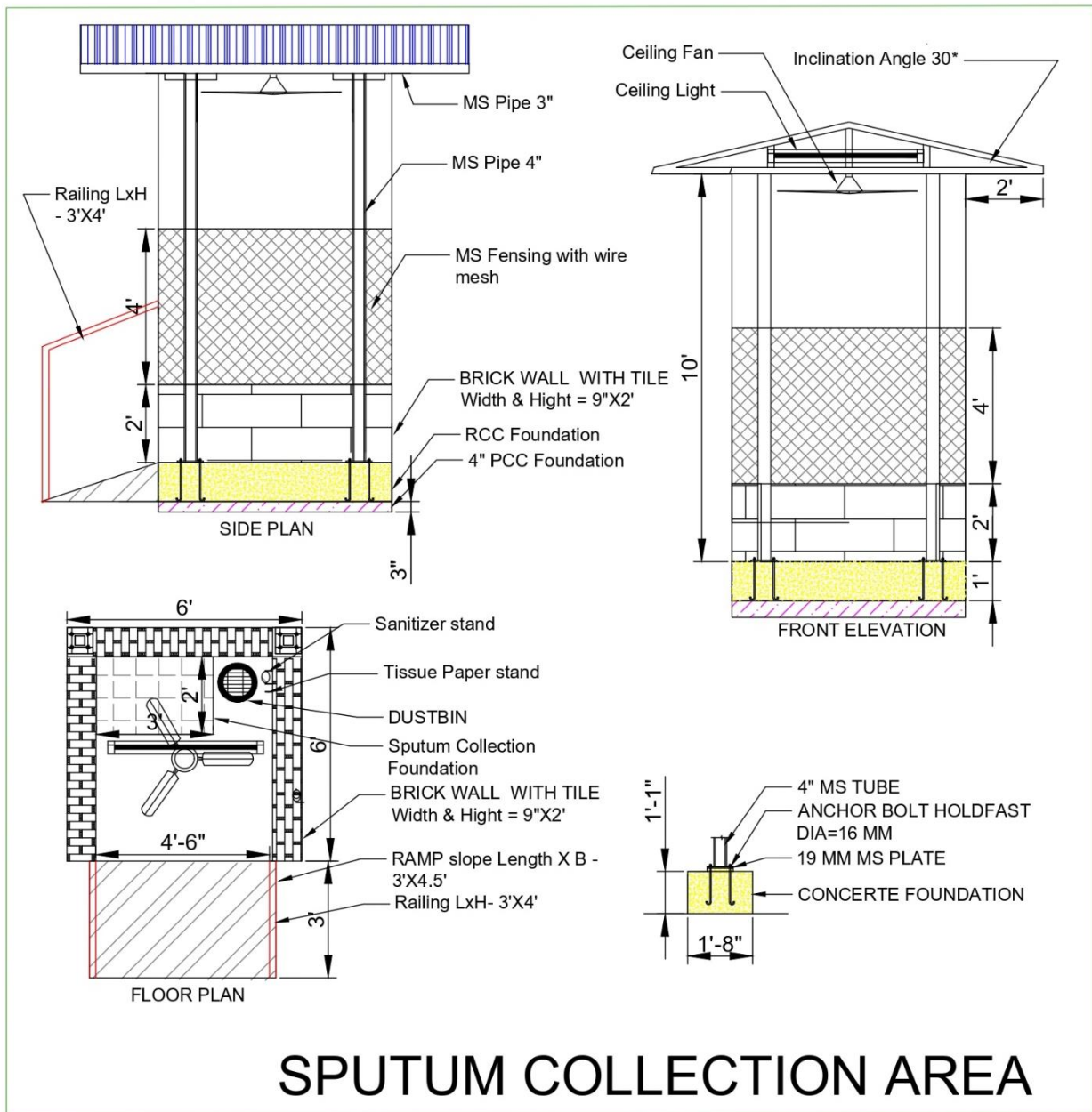
- d. **Roof inclination:** Roof shall be erected in 30° inclined manner from the center to the sides and should get extend at least 300 mm vertical support frames. This inclination will be supported by 2" M.S round/ square pipes. The roof may be either tapered shape or dome shape.
 - 2. **Painting:** All M.S structure will be painted with red oxide and enamel paint.
- 7) **Interiors:**
- a. **Sitting chair (12 nos.):** The visitor chair will be three-seater perforated stainless steel, 325-350 Kg weight handling capacity. The dimension of each chair is 6' length by 2'3" depth and 2'5" height.
 - b. **Dustbin (2 nos.):** The dustbin will be made of durable plastic (HDPE), foot operated dustbin and 80-litre volume with attached lid.
 - c. **Light:** Roof frame suspended LED tube light (2-3) of capacity 36 W will be installed inside the patient waiting area with provision of on/off switches. They will be used in case of emergency. Electrical wiring from the nearest main building will be pulled in for the same.
 - d. **Ceiling fan:** Adequate number of ceiling fans (with suitable capacity) will be fixed from the roof frame of the patient waiting area with provision of on/off switches. This will provide comfort to the people sitting especially during summers.
- 8) **Signage:** Patient waiting area signage with NTEP Logo will be appropriately fixed from the roof in the front for easy visibility. Signages will be made of PVC material and fixed properly.

➤ **Technical Specification of Sputum Collection Area:**

Sputum Collection Area (technical specifications for its civil work construction)

Purpose: Designated place in an open space for patient to expectorate and collect sputum sample/s in a shaded and naturally well-ventilated area nearby to the Health Facility.

Area/ space required: An area of 6' (length) x 6' (width) i.e., 36 sq. ft with a 10' (Height). This space is adequate for one patient to collect his/ her individual sample.



Construction/ Civil works and Associated Services required (as shown in the drawings above):

- 1) **Platform:** Provision of 4" thick layer of PCC (1:5:10). Then RCC rigid platform with dimensions of 6' x 6' x 1' (W x D x H) shall be made with cement, coarse aggregates (stone chips/brick chips), fine aggregates (crushed stone or sand), water and M.S steel 8mm Ø and filling with carted coarse sand in trenches, sides of foundations and basement work. There will be four concrete foundations for

fixing vertical roof frame. This will have 19 mm MS plates with anchor bolts. The 4" MS vertical pipe (round/ square shape) will be welded to these plates at the bottom and will connect at the top with horizontal support frame pipes.

2) **Walls:** As shown in the layout

- a. It will be a 9" brick parapet wall with height of 2' on all sides except the front side. The brick walls will be fully plastered and tiled on all sides (inner, outer and on the top). Tiles will be vitrified tiles.
- b. Above this parapet wall, a vertical MS frame will be fixed with nuts, bolts and accessories. This will 4 feet high above the wall. It will be made of M S Square Pipe frame (2 Inches X 2 Inches, 16 Gauge).
- c. In this square pipe frame, there will be MS fencing with wire mesh (½ inch X ½ inch).
- d. This will allow air to easily circulate from outside, as well as provide security inside the facility.
- e. Painting: All M.S structure will be painted with red oxide and enamel paint.

3) **Entry/ Exit:**

- a. Entry/ exit will be through an open space in the front wall measuring about 4'6" wide.
- b. There will be an anti-skid ramp to reach the entry/ exit opening as the floor will be about 1' above the ground.
 - i. Ramp will be made up of PCC.
 - ii. It will have railings on both sides (4' height) to support for easy climbing.
 - iii. The ramp will be 4'6" wide with slope length of 3' (for specially-abled-person/s to climb up)

4) **Flooring:** Floor will be made of vitrified non-skid tiles of size of 1' x 1' each (or more). The tiles shall be pasted with cement, sand and stone dust mixture or chemical solution on the floor.

5) **Roof:**

- a. Roof shall be made using 10 mm thick and UV coated polycarbonate sheet (both side coating)
- b. Roof support frame:
 - i. Vertical support: 4" M.S round/ square pipes up to 10' height shall be used for vertical support at all foundation bolts.
 - ii. Horizontal Support: 3" M.S round/square pipes shall be used for horizontal support below the polycarbonate sheet.
- c. Roof sheets will be fixed to the vertical and horizontal support frames with inclined purlin members and with help of nut, bolts and accessories.
- d. Roof inclination: Roof shall be erected in 30° inclined manner from the center to the sides and should get extend at least 600 mm beyond brick wall. This inclination will be supported by 2" M.S round/ square pipes. The roof may be either tapered shape or dome shape.
- e. Painting: All M.S structure will be painted with red oxide and enamel paint

6) **Walkway** for connection to nearby facility:

- i. It will be made up of brick ballast ramming with PCC (plain concrete cement) on top of it.
- ii. It will have width of 4ft and at least 100mm above the ground. Length will depend on the distance of the sputum collection area from the nearby building entrance or a common walkway (about ~30 feet distance, though it may vary from place to place).

- iii. This walkway will be covered (shaded), to protect from rain or direct sunlight. Its roof will be made up of UV coated polycarbonate sheet (both side coating).
- iv. Roof support frame of walkway
 - a. Vertical support: 4" M.S round/ square pipes up to 10' height shall be used for vertical support at all foundation bolts.
 - b. Horizontal Support: 3" M.S round pipe shall be used for horizontal support below the polycarbonate sheet.
 - c. Roof sheets will be fixed to the vertical and horizontal support frames with inclined purlin members and with help of nut, bolts and accessories.
 - d. Roof inclination: Roof shall be erected in 30° inclined manner from the center to the sides and should get extend at least 300 mm vertical support frames. This inclination will be supported by 2" M.S round/ square pipes. The roof may be either tapered shape or dome shape.
- v. Painting: All M.S structure will be painted with red oxide and enamel paint.

7) **Interiors:**

- a. **Platform:** Platform slab will be of RCC with thickness of 3 inch and top finishing of tile and have dimension of 3' length, 2' width and 2' height.
- b. **Dustbin:** The dustbin will be made of durable plastic (HDPE), foot operated dustbin and 80-litre volume with attached lid.
- c. **Ceiling fan:** One ceiling fan (with suitable capacity) will be fixed from the roof frame of the sputum collection area with provision of on/off switches.
- d. **Light:** One ceiling suspended LED tube light of capacity 36 W will be installed inside the sputum collection area with provision of on/off switch. It will be used in case of emergency. Electrical wiring from the nearest main building will be pulled in for the same.
- e. Provision of one tissue paper holder and a sanitizer holder in the sputum collection area.

- 8) **Signage:** Sputum Collection Area signage with NTEP Logo will be fixed in the front as well as visible outer walls (2) for proper visibility. Further, there will be job aid instruction of how to collect/ cough out sputum for the patients on both sides of the partition wall above the platform. Signages will be made of PVC material and fixed properly.

IV F. Schedule of Payment Timelines

Tranche	%age of Payment	Milestone	Completion of milestone/ supporting documents to be submitted
1	20%	An advance amount of 20% of total contract value upon submission of Bank Guarantee (BG) of equivalent amount from any nationalized Bank	Bank Guarantee of equivalent amount from any nationalized Bank, with minimum validity of 6 months from the date of issuance of the BG.
2	30%	30% payment on completion of civil work and fabrication work as per BOQ for construction of RCC Platform, brick wall, entry & exit, tiled flooring, UV coated polycarbonate sheet along with necessary support frames.	<p>1. Visit Report (compliance checklist) along with confirmation of completion of "Civil & Fabrication" as per BOQ as per specifications from FIND's Technical Representative along with photographs of site. This visit should be undertaken after completion of the work.</p> <p>2. Confirmation from "site representative(s)" of the institution that "Civil & Fabrication" as per BOQ has been completed."</p>
3	50%	<p>50 % Site wise payment upon completion of following activities:</p> <ul style="list-style-type: none"> - Supply and installation of fan, Exhaust, window and doors and completion of associated civil works and Associated Services at each site. - Completion of construction of sample collection area and Patient waiting area as per scope of works of the contract at each site. - Handover of Completed site <p>On completion of "All work" as per BOQ.</p>	<p>1. Visit Report (compliance checklist) along with confirmation of completion of "All works" as per BOQ as per specifications from FIND's Technical Representative along with photographs of site.</p> <p>2. Completion and handing over Confirmation from "site representative(s)" of the institution that "all work" as per BOQ has been completed and necessary handing over process has been completed.</p> <p>3. Warranty cards of the individual components need to be handed over to user representative.</p> <p>4. Completion report from a third-party independent consultant/engineer if appointed for the site by SAMS/FIND.</p> <p>Bidder must provide minimum 12 months, or the warranty period provided by the manufacturer for each equipment/ machine/ any other item supplied by the bidder.</p>

Note:

- i. *Interim payment will not be made for sites which do not have civil works requirement for patient waiting area or sputum collection (in the ratio of 20% against ABG and 80% against work completion on submission of all supporting documents).*
- ii. *In case the agency is appointed for more than one site, the agency shall be eligible for pro-rated payment upon completion of each site under the contract upon submission of relevant supporting document.*
- iii. *The payment under this Contract shall be released by the Purchaser after due scrutiny, verification of documents submitted by supplier. Payment shall be paid within sixty (60) days by Electronic clearing systems (ECS) to the Supplier's nominated bank account.*

- iv. *Liquidated Damages at the rate of 0.5% for of the prices for the failure to complete the works within the Completion time, for each week or part thereof of delay. The maximum amount of liquidated damages shall be 10% of the total contract amount.*
- v. *SAMS/FIND India may hire a third-party independent consultant/engineer to validate/ review of Works completed and certify that Works has been done as per specified scope of works of contract before final handover of the site.*

IV G – Technical Scope of Work: Please refer Tech Form 3 for the detailed scope of work

Section V- CONTRACT FORM and CONDITIONS OF CONTRACT

Civil Works and Associated Services across various Nodal Drug Resistant Tuberculosis (DRTB) Centres under the National Tuberculosis Elimination Programme (NTEP).

Health Facility Address:

(1) Strategic Alliance Management Services Pvt. Ltd. ("SAMS")

- and -

(2) *[insert the Contractor's name]*

Contract No.: *[insert][insert month] 2024*

CONTRACT FORM

THIS CONTRACT is made on the _____ day of _____
20*[insert]*.

BETWEEN

- 1) Strategic Alliance Management Services Pvt. Ltd. (SAMS), having its postal address at B-18, Sector-6, Noida, G.B. Nagar, Uttar Pradesh - 20130 ("Purchaser"); and
- 2) *[insert name]*, a *[insert type of bidder i.e. limited liability]* bidder incorporated under the laws of *[insert]* and having its registered address at *[insert address]*, *[insert name of city and country]* ("Contractor").

BACKGROUND

- a) The Purchaser intends to undertake the Project. The Works are an integral part of the Project.
- b) The Contractor has represented to the Purchaser that it has the appropriate experience, expertise, licences and resources to undertake the Works and has agreed to undertake the Works in accordance with the Contract
- c) In reliance on the Contractor's representations, the Purchaser has entered into the Contract.
- d) The Contract sets out the terms and conditions upon which the Contractor will undertake the Works.

THIS CONTRACT:

- 1) The Purchaser agrees to pay the Contractor the Contract Price, at the times and in the manner prescribed by the Contract, in consideration for the Contractor executing and completing the Works and remedying all defects in accordance with the Contract and otherwise performing all of its obligations in accordance with the Contract.

- 2) The Contractor shall ensure compliance of The Global Fund's Code of Conduct for Suppliers (https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf), as amended from time to time.
- 3) In the Contract words and expressions will have the same meanings as are respectively assigned to them in the General Conditions.
- 4) The following documents, listed in the order of priority, are deemed to form and be read and construed as part of the Contract:
 - 4.1 this Instrument of Agreement.
 - 4.2 the Schedule of Details.
 - 4.3 the Particular Conditions.
 - 4.4 the General Conditions.
 - 4.5 the Specification.
 - 4.6 the Drawings; and
 - 4.7 the remaining Schedules.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorised representatives as of the date first written above:

SIGNED BY _____
[insert name of authorised signatory of SAMS]

Duly authorised to sign this Contract for and on behalf of the Purchaser,

SAMS: In the presence of:

Signature _____ (witness)
 Address _____
 Occupation _____

SIGNED BY _____
[Insert name of authorized signatory of the

Contractor] Duly authorised to sign this Contract for and on behalf of the

Contractor, **[insert]**: In the presence of:

Signature _____ (witness)
 Address _____
 Occupation _____

CONDITIONS OF CONTRACT

General Conditions

1. INTRODUCTION

1.1 Definitions

In the Contract as defined below, the words and expressions defined have the following meanings assigned to them, except where the context requires otherwise:

"Bank Guarantee for advance payment" means the security (or securities) to be provided under Sub-Clause 11.3 [*Advance Payment*].

"Bank Guarantee for performance" means the security (or securities) to be provided under Sub-Clause 4.4 [*Bank Guarantee for Performance*].

"Bill of Quantities" means the document, if any, entitled Bill of Quantities set out in the Schedule of Contract Price.

"Commencement Date" means the date stated in the Schedule of Details.

"Contract" means the Instrument of Agreement, these General and Particular Conditions, the Schedules and the further documents (if any) which are listed in the Instrument of Agreement.

"Contract Price" means the price specified in the Schedule of Details, subject to any increases or decreases as may be made in accordance with this Contract.

"Contractor" means the entity named as the "Contractor" in the Instrument of Agreement and the legal successors in title and assigns to this entity.

"Contractor's Equipment" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.

"Contractor's Personnel" means the Contractor's Representative and all personnel the Contractor utilises on the Site, which may include the staff, labour, agents and other employees of the Contractor and of each subcontractor and any other personnel assisting the Contractor in the execution of the Works.

"Contractor's Representative" means the person named as such in the Schedule of Details or appointed from time to time by the Contractor under Sub-Clause 4.2, who acts on behalf of the Contractor.

"Cost" means all direct and reasonable expenditure properly incurred in connection with the execution of the Works by the Contractor but does not include non-project specific overheads, profit or loss of profit.

"Country" means the country in which the Site is located.

"Date of Substantial Completion" means the date when the Works have reached Substantial Completion as stated in the Taking-Over Certificate.

"day" means a calendar day, unless provided otherwise.

"Defects Notification Period or Comprehensive Warranty Period" means the period for notifying defects in the Works under Sub-Clause 9.1, as stated in the Schedule of Details (with any extension under Sub-Clause 9.1), calculated from the Date of Substantial Completion as stated in the Taking-Over Certificate issued under Sub-Clause 8.2.

"Drawings" means the drawings of the Works as listed in the Schedule of Works, and any additional or modified drawings issued by (or on behalf of) the Purchaser.

"Purchaser" means the entity named as the "Purchaser" in the Instrument of Agreement, and the legal successors in title and assigns and novates to this entity.

"Purchaser's Representative" means the person named as such in the Schedule of Details or as otherwise notified by the Purchaser to the Contractor, who acts on behalf of the Purchaser.

"Purchaser's Risks" means those matters listed in Sub-Clause 6.1.

"Final Completion Certificate" means the certificate issued under Sub-Clause 9.3.

"Force Majeure" means an event or circumstance which is beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent provided that event or circumstance is limited to the following:

- a) war, (whether war be declared or not), invasion, act of foreign enemies within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war within the Country;
- c) munitions of war, ionising radiation or contamination by radio-activity within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and
- d) earthquake, hurricane, typhoon, tsunami or fire emanating from outside the Site within the Country that are outside the normal range for that place at that time of year, but excluding any other weather conditions regardless of the severity.

"General Conditions" means these general conditions of Contract.

"Instrument of Agreement" means the document signed by the Parties and forming part of the Contract.

"Materials" means things of all kinds (other than Plant) intended to form or forming part of the permanent work.

"Particular Conditions" means the particular conditions (if any) set out immediately before the Schedules to the Contract.

"Party" means either the Purchaser or the Contractor.

"Plant" means the machinery, vehicles and apparatus intended to form or forming part of the permanent work.

"Project" means the project described in the Schedule of Details.

"Schedule of Details" is Schedule 1.

"Schedule of Works" is Schedule 2.

"Schedule of Contract Price " is Schedule 3

"**Schedule of Payment**" is Schedule 4.

"**Schedule of Security**" is Schedule 5.

"**Schedule of Key Personnel**" is Schedule 6.

"**Schedule of Forms of Certificate**" is Schedule 7.

"**Schedules**" means Schedules 1 to 7 to this Contract, including any further documents which are annexed or attached to, or incorporated by reference into **Schedules 1 to 7**.

"**Site**" means the places provided by the Purchaser where the Works are to be executed and to which Plant and Materials are to be delivered as shown in the Schedule of Site, and any other places specified in the Contract as forming part of the Site.

"**Specification**" means the requirements or documents as listed in the Schedule of Works, including Purchaser's requirements in respect of design to be carried out by the Contractor, if any, and any Variation to such document.

"**Substantial Completion**" means that stage in the execution of the Works when the following has occurred:

- (a) the Works are performed and completed in accordance with this Contract except for minor defects which would not affect the performance or operation of the Works;
- (b) all tests required by this Contract have been undertaken and successfully passed;
- (c) all documents, technical and other information, including plans, designs, drawings, as-built drawings, engineering information, data, specifications, reports and any other information required under this Contract have been supplied to the Purchaser's Representative in accordance with this Contract or as directed by the Purchaser's Representative from time to time;
- (d) all third party warranties and certificates and local authority approvals have been issued and provided to the Purchaser's Representative; and
- (e) any other preconditions to Substantial Completion set out in the Schedule of Details have been met.

"**Final completion and handing over Certificate**" means a certificate issued under Clause 9.3 certifying that the Works have reached to Completion and stating the Date of Completion of works.

"**Time for Completion**" means the time for completing the Works as stated in the Schedule of Details (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

"**Variation**" means a change, alterations, addition or omission to the Works which is instructed by the Purchaser's Representative under Sub-Clause 10.1

"**Works**" means all the work and design (if any) to be performed by the Contractor in accordance with this Contract as specified in the Schedule of Works, including temporary work and any Variation.

1.2 Interpretation

Words importing persons or parties include firms and organisations. Words importing singular or one gender include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Purchaser's Representative will issue any necessary instructions to the Contractor, and the priority of the documents is in accordance with the order as listed in the Instrument of Agreement.

1.4 Language

The language for communications is English.

1.5 Communications

Any notice, approval, consent or other communication in relation to this Contract must be in writing, signed, dated and marked to the relevant representative of the Parties and sent to the address for service of notices and communications set out in the Schedule of Details.

1.6 Statutory Obligations

The Contractor must comply with the laws of the countries where activities are performed. The Contractor must give all notices and pay all fees and other charges in respect of the Works.

1.7 Assignment

The Contractor must not assign or novate any of its rights or obligations under this Contract without prior written consent of the Purchaser.

The Purchaser has the right to assign or novate any or all of its rights or obligations under this Contract after giving written notice to the Contractor.

1.8 Confidential Details

The Contractor must keep confidential and must not, without the written consent of the Purchaser, disclose to any third party the terms and conditions of the Contract, or any documents or other information furnished directly or indirectly by either Party in connection with the Contract or the Works, except if disclosure is required by law or for outside consultants engaged to act in connection with the Works (including insurance and legal advisers). In addition, the Contractor must not (without the prior written consent of the Purchaser) take, or authorize the taking of, any photograph of the Works or the Site for use in any publicity or advertising.

2. THE PURCHASER

2.1 Provision of Site

The Purchaser will provide non-exclusive possession of the Site and non-exclusive right of access to the Site at the times stated in the Schedule of Details. The Contractor must comply with any conditions relating to the Site as stated in the Schedule of Site.

2.2 Permits and Licenses

The Contractor must obtain and comply with all relevant permits, licences, authorisations and approvals necessary to carry out the Works in accordance with the Contract. The Purchaser must, if requested, assist the Contractor in applying for such permits, licences, authorisations or approvals which are required for the Works.

2.3 Purchaser's Instructions

The Contractor must comply with all instructions given by the Purchaser or the Purchaser's Representative in respect of Works. The Purchaser or the Purchaser's Representative is entitled to suspend progress of part or all of the Works at any time and for any reason by giving the Contractor written notice. During such suspension, the Contractor must protect, store and secure such part of the Works against any deterioration, loss or damage.

If the Contractor receives a notice of suspension under this Sub-Clause 2.3, the Contractor must suspend progress of the relevant parts of the Works until such time as the Purchaser's Representative directs the Contractor to resume progress of those parts of the Works by notice in writing.

If a suspension under this Sub-Clause 2.3 has continued for more than 180 consecutive days, the Contractor may request the Purchaser's Representative's permission to proceed with the Works. If the Purchaser's Representative does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Purchaser's Representative, treat the suspension as an omission under Sub-Clause 10.1 of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give a notice in accordance with Sub-Clause 12.2.

2.4 Approvals

No approval or consent or absence of comment by the Purchaser or the Purchaser's Representative will affect the Contractor's obligations.

3. PURCHASER'S REPRESENTATIVE

3.1 Purchaser's Representative

The Purchaser's Representative is authorised to carry out the duties assigned to it in the Contract. The Purchaser's Representative has no authority to amend the terms of the Contract unless an amendment is authorised and approved in writing by the Purchaser. The Purchaser's Representative may instruct Variations in accordance with Clause 10.

3.2 Purchaser's Representative's Assistant

The Purchaser's Representative may from time to time assign duties and delegate authority to an individual to carry out certain duties. The appointee may be notified by the Purchaser to the Contractor from time to time. The Purchaser must notify the Contractor of the delegated duties and authority of this Purchaser's Representative's assistant.

4. THE CONTRACTOR & PERFORMANCE OF THE WORKS

4.1 General Obligations

The Contractor must carry out the Works properly and in accordance with the Contract, including all works which are necessary to satisfy the Specifications and the Drawings and all other works which (although not expressly mentioned in the Contract) are necessary for the stability and/or for the completion, and/or safe and proper operation of the Works. The Contractor must provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required. All Materials and Plant on Site are deemed to be the property of the Purchaser.

The Contractor must comply with all applicable occupational health and safety and environmental laws, guidelines, rules, procedures, quality control requirements and codes of practice including those stated in the Schedule of Works and any provided to the Contractor by the Purchaser's Representative.

The Contractor is deemed to have inspected and examined the Site, its surroundings, and access to the Site and to have satisfied itself that the Site and access to the Site, including security, is suitable for the Works and is deemed to have obtained all necessary information as to risks which may affect execution of the Works including climatic, hydrological and natural conditions and is not entitled to an increase to the Contract Price or to an extension to the Time for Completion based upon such conditions encountered during the execution of the Works that could have been reasonably foreseen by an experienced contractor acting in accordance with industry best practice.

The Contractor must, in a form acceptable to the Purchaser's Representative, provide the Purchaser's Representative with monthly, or more frequently on request by the Purchaser's Representative, reports in relation to the Works and any occupational, health and safety issues in relation to the Works. The report must comply with any requirements stated in the Schedule of Works.

4.2 Contractor's Representative

The Contractor's Representative is named in the Schedule of Details. The Contractor must not replace the Contractor's Representative without the prior written consent of the Purchaser's Representative and must submit to the Purchaser's Representative for approval the name and particulars of the person the Contractor proposes to replace the Contractor's Representative. The Contractor is responsible for all acts and omissions of the Contractor's Representative.

The Contractor gives the Contractor's Representative all authority necessary to act on the Contractor's behalf under the Contract.

4.3 Subcontracting

The Contractor must not subcontract the whole of the Works. The Contractor should not subcontract any part of the Works without the prior written consent of the Purchaser's Representative. Subcontracting shall not relieve the Contractor from the responsibility of completing the works and giving the performance as per the Contract

4.4 Bank Guarantee for Performance

Unless otherwise stated in the Schedule of Details, the Contractor must deliver to the Purchaser, within 21 days of the Commencement Date, an unconditional and irrevocable on-demand bank guarantee in the form provided in the Schedule of Security, from a bank approved by the Purchaser, for the amount stated in the Schedule of Details.

Any Bank Guarantee for performance provided to the Purchaser under Sub-Clause 4.4 must be valid for three months beyond Defects Notification Period under Contract.

The Purchaser may withhold, retain or set off from any payment due to the Contractor under this Contract amounts to protect the Purchaser against any costs, charges, expenses and damages for which the Contractor is liable to the Purchaser under or in connection with this Contract. This right to withhold, retain or set off does not limit the Purchaser's right to recover those amounts in any other way.

4.5 Contractor's Personnel

The Contractor's Personnel must be appropriately qualified, skilled and experienced in their respective trades or occupations. The Purchaser's Representative may require the Contractor to remove (or cause to be removed) any person employed on the Site or in the execution of the Works, including the Contractor's Representative who in the opinion of the Purchaser's Representative:

- a) persists in any misconduct or lack of care;
- b) carries out duties incompetently or negligently;
- c) fails to conform with any provisions of the Contract; or
- d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

Where this Sub-Clause 4.5 applies, the Contractor must then appoint (or cause to be appointed) a suitable replacement person for each person so removed.

The Contractor must provide and maintain all necessary sanitary and welfare facilities for the Contractor's personnel and must at all times take all reasonable precautions to maintain the health and safety of the Contractor's personnel and comply with all relevant labour laws.

The parties agree that if the Purchaser's Representative becomes aware that the Contractor has failed to pay any subcontractor's or the Contractor's Personnel in accordance with this Contract, and the Purchaser's Representative gives the Contractor written notice 48 hours before the Purchaser intends to pay, the Purchaser may, in its absolute discretion, pay those staff, labour or subcontractors the amount the Purchaser's Representative determines is, or may be owing and the Purchaser may recover any such amount paid as a debt due from the Contractor to the Purchaser.

The Purchaser will not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any of the Contractor's Personnel, unless resulting from any act or default of the Purchaser, its agents or servants. The Contractor must defend, hold and save harmless and indemnify the Purchaser against all claims and proceedings, as well as damages and compensation in relation to any accident or injury to any of the Contractor's Personnel, unless resulting from any act or default of the Purchaser, its agents or servants. The Contractor is responsible for all costs, including legal costs, charges and expenses whatsoever associated with the defence of the Purchaser. In defending the Purchaser, the Contractor shall not enter into a settlement agreement without the prior written approval of the Purchaser.

4.6 Publicity and Use of the Name, Emblem or official Seal of the Purchaser

The Contractor must not advertise or otherwise make public for purposes of commercial advantage or

goodwill that it has a contractual relationship with the Purchaser, nor must the Contractor, in any manner whatsoever use the name, emblem or official seal of the Purchaser, or any abbreviation of their name in connection with its business or otherwise without the written permission of the Purchaser. This Sub-Clause survives the completion, expiry or termination of the Contract.

4.7 Mines

- a) The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- b) The Contractor acknowledges and agrees that any breach of this Sub-Clause The Contractor acknowledges and agrees that any breach of this Sub-Clause 4.7 entitles the Purchaser to terminate the Contract immediately in accordance with Sub-Clause 12.1, without any liability for termination charges or any other liability of any kind.

4.8 Official-Not-To-Benefit, Corruption and Fraud

- a) The Contractor warrants that it has not engaged, or attempted to engage, in any way whatsoever, in any corruption or fraud in connection with the selection process or the execution of this Contract or any other activities of the Purchaser, involving, in any way whatsoever, any Purchaser's personnel or representative, official, or other agent of the Purchaser.
- b) In this Sub-Clause 4.8, "corruption" means the offering, giving, receiving or soliciting from or to any person, directly or indirectly, anything of value as an inducement or reward:
 - i. for doing or forbearing to do any action in relation to the Contract, the selection process or any other activities of the Purchaser; or
 - ii. for showing or forbearing to show favour or disfavour to any person in relation to the Contract, or any other activities of the Purchaser.
- c) In this Sub-Clause 4.8, "fraud" means a misrepresentation or omission of fact(s) in order to influence, or to attempt to influence, the selection process or the execution of this Contract or any other activities of the Purchaser.
- d) Contractor acknowledges and agrees that any breach of this Sub-Clause 4.8 entitles the Purchaser to terminate the Contract immediately by written notice in accordance with Sub-Clause 12.1, without any liability for termination charges or any other liability of any kind.

4.9 Supply of Water

The Contractor must provide on the Site, for the duration of the Works, an adequate supply of drinking and other water for the use of its staff and labour.

4.10 Alcoholic Liquor or Drugs

The Contractor must not bring onto or store on the Site, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by its subcontractors, agents, staff or labour.

4.11 Arms, Ammunition & Explosives

Unless otherwise stated in the Schedule of Works or instructed or permitted by the Purchaser in writing, the Contractor must not bring onto or store on the Site, give, barter or otherwise dispose of to any person or persons, any arms, ammunition or explosives of any kind or permit or suffer the same.

4.12 Festivals and Religious Customs

The Contractor must in all dealings with its staff and labour have due regard to all recognized festivals, days of rest and religious or other customs.

4.13 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor must comply with and carry out such regulations, orders and requirements as may be made by the relevant authorities or local medical or sanitary authorities for the purpose of dealing with or overcoming the epidemic.

4.14 Fundamental Principles and Rights at Work:

- a) The Contractor warrants that it will comply with, and ensure the Contractor's Personnel will comply with, the 1998 International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work. These universal rights, as applied in the context of ILO, are freedom of association and the effective recognition of the right to collective bargaining, the elimination of forced or compulsory labour, the abolition of child labour and the elimination of discrimination in respect of employment and occupation.
- b) The Contractor must provide a safe and secure working environment, and provide separate amenities on the Site, for women employed in the execution of the Works.
- c) The Contractor acknowledges and agrees that any breach of this Sub-Clause The Contractor acknowledges and agrees that any breach of this Sub-Clause 4.14 entitles the Purchaser to terminate the Contract immediately in accordance with sub-Clause 12.1, without any liability for termination charges or any other liability of any kind.
- d) The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by the state or the Central Government or local authority, including, Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal remuneration Act 1976. Factories Act, Minimum Wages Act, provident fund regulations employees provident Fund Act and schemes made under same Act, Health and Sanitary Arrangements for workmen, Insurance and other benefits and shall keep the Purchaser indemnified in case any action is commenced for contravention by the contractor

4.15 Child Labour

- a) The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child must be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- b) The Contractor acknowledges and agrees that any breach of this Sub-Clause 4.15 entitles the Purchaser to terminate the Contract immediately in accordance with Sub-Clause 12.1, without any liability for termination charges or any other liability of any kind.

4.16 Sexual Exploitation

- a) The Contractor must take all appropriate measures to prevent sexual exploitation or abuse of anyone by the Contractor's Personnel. For these purposes, sexual exploitation and abuse includes sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, unless such sexual activity is consensual between two persons who are married and such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel.
- b) In addition, the Contractor must refrain from, and must take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- c) The Contractor acknowledges and agrees that any breach of this Sub-Clause 4.16 entitles the Purchaser to terminate the Contract immediately in accordance with Sub-Clause 12.1, without any liability for termination charges or any other liability of any kind.

4.17 Security of the Site

Unless otherwise stated in the Contract, the Contractor must keep unauthorized persons from entering the Site. Authorized persons are limited to the Contractor's Personnel and the Purchaser's personnel and any other personnel notified to the Contractor, by the Purchaser or the Purchaser's Representative, as authorized personnel of the Purchaser or the Purchaser's other contractors on the Site. The security and safety of the Site, the Contractor's Equipment, the Purchaser's equipment, Plant, Materials and all other property or personnel on the Site is the sole responsibility of the Contractor. The Contractor must comply with any other security requirements set out in the Schedule of Site.

4.18 Unexploded Ordinances

If at any time during the carrying out of the Works the Contractor discovers an unexploded ordinance or land mine, the Contractor must immediately stop work, notify the Purchaser's Representative, take all necessary steps to ensure the safety of all persons and property and secure the Site. The Contractor must immediately resume the Works when instructed by the Purchaser's Representative that it is safe to do so.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor must carry out design to the extent specified in accordance with the Contract, including the Schedule of Works. The Contractor must promptly submit to the Purchaser's Representative all designs prepared by the Contractor. Within 14 days of receipt the Purchaser's Representative may notify any comments or, if the design submitted is not in accordance with the Contract, may reject it stating the reasons. The Contractor must not construct any element of the permanent work designed by the Contractor without the approval and prior written consent of the Purchaser's Representative or where the design for that element has been rejected. Design that has been rejected must be promptly amended and resubmitted. The Contractor must resubmit all designs commented on, taking these comments into account as necessary.

5.2 Design by Contractor

The Contractor is responsible for any design it has prepared and such design must be fit for the intended purposes defined in the Contract. The Contractor is also responsible for any infringement of any patent or copyright in respect of the same.

6. PURCHASER'S RISKS

6.1 Purchaser's Risks

In this Contract, Purchaser's Risks mean:

- a) a Force Majeure event,
- b) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure, act, omission or breach,
- c) any delay or disruption caused by any Variation, except where that Variation is caused by the Contractor's failure, act, omission or breach,
- d) any act, omission or breach by the Purchaser or its agents, and
- e) the occurrence of any event specified in the Schedule of Details.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor must commence the Works on the Commencement Date and must proceed expeditiously and without delay and must complete the Works within the Time for Completion.

7.2 Programme

Within the time stated in the Schedule of Details, the Contractor must submit to the Purchaser's Representative for approval, a programme for the Works in accordance with and in the form stated in the Schedule of Works. The programme will be used to monitor the progress of the Works under the Contract. The Purchaser's Representative may request the Contractor to submit an amended programme at any time for approval.

7.3 Extension of Time

Subject to Sub-Clause 10.3, the Contractor may be entitled to an extension to the Time for Completion if it is or will be delayed by any of the Purchaser's Risks.

Despite any other provision in this Contract, the Purchaser's Representative may, in its absolute discretion and at any time, grant an extension to the Time for Completion. Such an extension must be granted in writing.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor must pay delay damages for such failure in the amount stated in the Schedule of Details for each day for which the Contractor fails to complete the Work up to and including the Date of Substantial Completion as stated in the Taking-Over Certificate.

If the cumulative amount of delay damages reaches the amount stated in the Schedule of Details, the Purchaser may terminate the Contract at any time in accordance with Sub-Clause 12.1.

8. FINAL COMPLETION AND HANDING OVER

8.1 Completion

The Contractor must notify the Purchaser's Representative in writing as soon as it considers that the Works have reached the stage of Substantial Completion.

8.2 Final Completion and Handing over Certificate

After receiving the notice under Sub-Clause 8.1, the Purchaser's Representative must either issue a Final Completion and Handing Over Certificate stating the Date of Substantial Completion or notify the Contractor that there are defects or deficiencies in the Works that prevent Substantial Completion being reached.

If the Purchaser's Representative notifies the Contractor that there are defects or deficiencies in the Works, the Contractor must correct the defects or deficiencies and the procedures in this Clause 8 must be repeated until the Purchaser's Representative issues a Final Completion and Handing Over Certificate.

The Contractor acknowledges and agrees that it takes full responsibility for the care of the Works until the Date of Substantial Completion and that no partial or entire use or occupancy of the Site or the Works by the Purchaser in any way constitutes an acknowledgement by the Purchaser that Substantial Completion has occurred, nor does it release the Contractor from any of its warranties, obligations or liabilities under or in connection with this Contract.

The Purchaser must take over the Works upon the Date of Substantial Completion.

After issuance of the Final Completion and Handing Over Certificate the Contractor must promptly complete any outstanding work, submit a statement in accordance with Sub-Clause 11.2 and, subject to Clause 9, clear the Site.

8.3 Testing

The Contractor must undertake all tests in accordance with the requirements set out in the Schedule of Works, and must agree, with the Purchaser's Representative, 4 days prior written notice of the time and place for the specified testing of any Plant, Materials and other parts of the Works.

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Purchaser's Representative may at any time prior to the expiry of the relevant Defects Notification Period, notify the Contractor of any defects or outstanding work. The Contractor must remedy at no cost to the Purchaser any defects due to the Contractor's design, Materials, Plant or workmanship not being in accordance with the Contract. The timing of remedying a defect must be agreed between the Parties, or failing agreement, be reasonably specified by the Purchaser's Representative.

If the Contractor fails to rectify the defect within the time agreed or specified, the Purchaser's Representative may do so or engage another party to do so at the Contractor's risk and expense and

any cost will be a debt due from the Contractor to the Purchaser.

The Defects Notification Period will be extended to the extent that the Works, part of the Works or a major item of Plant (as the case may be) cannot be used for the purposes for which they are intended by reason of a defect or damage or failure by the Contractor to comply with any other obligation of the Contract and such extension will be equal to the period for which the Works, part of the Works or major item of Plant cannot be so used for the purpose intended or, if instructed in writing by the Purchaser's Representative, the Defects Notification Period will recommence (and restart from the beginning) from the date of the repair, replacement or making good of such defect or damage, but only in respect of that part of the Works repaired, replaced or made good.

9.2 Uncovering and Testing

The Purchaser's Representative may give instructions as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are defective or not in accordance with the Contract or the Contractor did not give sufficient notice in accordance with Sub-Clause 8.3 before covering the relevant parts of the Works, the Contractor will be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2. If the Contractor did not give sufficient notice in accordance with Sub-Clause 8.3 before covering the relevant parts of the Works or if the Purchaser's Representative establishes that the Contractor's design, Materials, Plant or workmanship are defective or not in accordance with the Contract, the Contractor must (at its cost) then promptly make good the defect and ensure that the rejected item complies with the Contract and bears the cost of uncovering and testing.

9.3 Final Completion and handing over Certificate

Performance of the Contractor's obligations will not be considered to have been completed until the Health Facility Representative has issued the Final Completion and handing over Certificate to the Contractor, stating the date on which the Contractor completed its obligations under the Contract.

The Health Facility Representative must issue the Final Completion and handing over Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods or as soon thereafter as the Contractor has supplied all relevant documents and completed and tested all of the Works, including remedying defects notified under Sub-Clause 9.1. A copy of the Final Completion and handing over Certificate must be issued by the Health Facility.

9.4 Unfulfilled Obligations

After the Final Completion Certificate has been issued, each Party remains liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract is deemed to remain in force.

10. VARIATIONS AND CLAIM

10.1 Right to Vary

The Purchaser's Representative may, in its absolute discretion and at any time before the Taking-Over Certificate is issued, initiate, or immediately instruct Variations by written notice and the Contractor must carry out and be bound by any such Variations. Unless otherwise instructed by the Purchaser's Representative in this notice, the Contractor must provide a detailed breakdown of the increase or decrease in the Contract Price and any effect on the Time for Completion within 7 days of receipt of this notice, and before the Contractor carries out the Variation. The Contractor must then execute and is bound by the Variation unless otherwise instructed by the Purchaser's Representative.

The Contractor agrees that a Variation may involve an omission of any part or parts of the Works and in the case of an omission the Purchaser may engage others to perform that part or parts so omitted.

10.2 Valuation of Variations

Variations will be valued by the Purchaser's Representative as follows:

- a) at a rate or lump sum price agreed between the Parties, or in the absence of agreement
- b) where appropriate, at rates in the Bill of Quantities, or if there are no applicable rates in the Bill of Quantities, at the rates in the schedule of Variation rates contained in the Schedule of Contract Price, or
- c) in the absence of appropriate rates, then a fair and reasonable valuation of the Variation will be made by the Purchaser's Representative, or
- d) if the Purchaser's Representative so instructs, at day work rates set out in the Schedule of Contract Price for which the Contractor must keep records of hours of labour and Contractor's Equipment, and of Materials used.

For the avoidance of doubt the Contractor's entitlement to payment for a Variation excludes non-project specific overheads and costs.

10.3 Notice of Delay

The Contractor must notify the Purchaser's Representative as soon as practicable and in any case in writing no later than 7 days (or within a time frame notified by the Purchaser's Representative) after it becomes aware of any event or circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment, Costs and/or other entitlements or relief from obligations, under any Clause of these General Conditions or otherwise arising out of or in connection with the Contract. The Contractor must take all reasonable steps to minimise these effects.

The notice submitted by the Contractor under this Sub-Clause 10.3 must set out details of the event or circumstance giving rise to the claim, and if requested supply supporting documents, stating a reasonable period by which the Contractor believes the Time for Completion should be extended and the nature and extent of any additional resultant Costs. As soon as practicable after the receipt of this notice, the Purchaser's Representative will notify the Contractor of the period, if any, by which the Time for Completion will be extended and additional payment of Costs (if any) to which the Contractor is entitled under the Contract. The Purchaser's Representative may also respond with comments and request any necessary further particulars.

The Contractor is not entitled to an extension to the Time for Completion or additional payment or Costs if it does not submit a notice in accordance with and within the time stated in Sub-Clause 10.3 in which case the Contractor will be deemed to have waived its entitlement to make such claim, the Purchaser will be discharged from all liability arising out of or in connection with the claim and the Contractor must comply with its obligations to perform the Works by the Time for Completion and for the Contract Price.

10.4 Right to Claim

Subject to Sub-Clause 10.3, if the Contractor incurs Cost as a result of any of the Purchaser's Risks, other than a Force Majeure event, the Contractor will be entitled to the amount of such Cost. If as a result of any of the Purchaser's Risks, it is necessary to change the Works, this will be dealt with as a Variation.

10.5 Adjustments for Changes in Cost

Unless otherwise expressly stated in the Schedule of Contract Price, the Contract Price, and the rates and prices inserted in the Bill of Quantities, will not be adjusted for rises or falls in the cost of labour, goods and other inputs to the Works and the Contract Price and the rates and prices inserted in the Bill of Quantities, will be deemed to include amounts to cover contingency of rises and falls in the cost of labour, goods and other inputs to the Works.

11. CONTRACT PRICE AND PAYMENT

11.1 Contract Price & Valuation of the Works

The Purchaser must pay the Contractor the Contract Price in accordance with this Clause 11 and the Schedule of Contract Price. The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price and all fixed unit rates and prices in the Contract.

11.2 Statements

The Contractor must submit a statement to the Purchaser's Representative in accordance with the requirements and timings stated in the Schedule of Payment or otherwise as notified by the Purchaser's Representative in writing. Each statement must be in a form approved by the Purchaser's Representative, showing the value of the work performed and details of any other amounts to which the Contractor considers itself entitled. If requested by the Purchaser's Representative, when submitting the statement the Contractor must provide verification of all payments owed to subcontractors and the Contractor's Personnel.

The statement must be based on the prices and/or rates set out in the Bill of Quantities or as otherwise set out in the Schedule of Contract Price.

If a percentage is stated in the Schedule of Details, the Contractor will be entitled to that percentage of the value of Materials and Plant listed in the Schedule of Details if such Plant and Materials are in accordance with the Contract, delivered to and properly stored on the Site at a reasonable time.

Within 28 days after the Purchaser's Representative issues the Final Completion and Handing Over Certificate, the Contractor must submit a statement to the Purchaser's Representative as its final statement in respect of the Contract Price and any claim the Contractor has in respect of the Works under the Contract which the Contractor considers to be due from the Purchaser for all events and circumstances that have occurred up to the Date of Substantial Completion stated in the Final Completion and Handing Over Certificate.

The Contractor is not entitled to make, and the Purchaser is released from, any new claim or an increased existing claim against the Purchaser in respect of the Contract Price or otherwise in respect of all events and circumstances that have occurred up to the earlier of the submission of the statement or expiration of the 28 days.

11.3 Advance Payment

- a) The Purchaser will make the advance payment a maximum of 20% of the total contract value (if any) set out in the Schedule of Payment, as a loan for mobilisation, when the Contractor submits a Bank Guarantee for advance payment in accordance with this Sub-Clause 11.3. If no advance payment is set out in the Schedule of Payment, then this Sub-Clause 11.3 will not apply.
- b) Unless otherwise notified by the Purchaser, the Purchaser will pay the advance payment only after receiving the Bank Guarantee for performance (if any) in accordance with Sub-Clause 4.4 and a Bank Guarantee for advance payment in accordance with Sub-Clause 11.3(c), in amounts and currencies equal to the advance payment.
- c) The Bank Guarantee for advance payment payable in accordance with Sub-Clause 11.3(b), must be an unconditional and irrevocable on-demand bank guarantee in the form provided in the Schedule of Security, from a bank approved by the Purchaser. Unless and until the Purchaser receives this guarantee, Sub-Clause 11.3 will not apply.
- d) The Contractor must ensure that the Bank Guarantee for advance payment is valid and enforceable 6 months, but its amount may be progressively reduced by the amount repaid by the Contractor in the interim payments. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor must extend the validity of the guarantee until the advance payment has been repaid.
- e) The advance payment must be repaid by the Contractor through percentage deductions in interim payments. The Purchaser will deduct a percentage of each interim payment, at the rate stated in the Schedule of Payments, until such time as the advance payment has been repaid.
- f) If the advance payment has not been repaid prior to the issue of the Final Completion and Handing

Over Certificate for the Works or prior to termination of the Contract, the whole of the balance then outstanding will immediately become due and payable by the Contractor to the Purchaser.

11.4 Interim Payment

Interim payment will not be made for sites which do not have civil works requirement for patient waiting area or sputum collection.

11.5 Final Payment

Within 60 days after receiving the Final Completion Certificate, the Contractor must submit a final account to the Purchaser's Representative together with any documentation reasonably required to enable the Purchaser to ascertain the final contract value.

Within 60 days after the submission of this final account, the Purchaser must pay to the Contractor any amount due. If the Purchaser disagrees with any part of the Contractor's final account, the Purchaser must specify its reasons for disagreement when making payment.

11.6 Currency

Payment will be in the currency stated in the Schedule of Details.

11.7 Delayed Payment

The Contractor is not entitled to any interest in respect of any amount in any statements submitted to the Purchaser in accordance with Sub-Clause 11.2 which remains due and unpaid.

11.8 Provisional Sums

If a provisional sum is included in the Schedule of Contract Price, it will not be payable by the Purchaser unless the Purchaser's Representative directs the Contractor to perform the work or item to which the provisional sum relates. If the Purchaser's Representative directs the Contractor to perform that work, the work or item will be priced by the Purchaser's Representative in accordance with Sub-Clause 10.2, and the difference will be added to or deducted from the Contract Price.

11.9 Audit and Investigations

- a) Each payment made by the Purchaser to the Contractor may be subject to a post-payment audit by auditors, whether internal or external, of the Purchaser or by other authorised and qualified agents of the Purchaser at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. The Purchaser is entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the Purchaser other than in accordance with the terms and conditions of the Contract.
- b) The Contractor acknowledges and agrees that, from time to time, the Purchaser may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of the Purchaser to conduct an investigation and the Contractor's obligation to comply with such an investigation does not lapse upon issuance of the Final Completion Certificate or prior termination of the Contract. The Contractor must provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation must include, but is not limited to, the Contractor's obligation to make available the Contractor's Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the Purchaser access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's Personnel and relevant documentation. The Contractor must require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the Purchaser.

12. DEFAULT & TERMINATION

12.1 Default by Contractor

If the Contractor abandons the Works, refuses, or the quality is sub-standard (as per TECH 3) or fails to comply with a valid instruction of the Purchaser or the Purchaser's Representative or fails to proceed expeditiously and without delay, or is in breach of the Contract, the Purchaser's Representative may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after the Contractor's receipt of the Purchaser's Representative's notice, the Purchaser may by a second notice of 14 days, terminate the Contract.

The Purchaser may terminate the Contract immediately by written notice if the Contractor is declared insolvent under Sub-Clause 12.3 or is in breach of Sub-Clauses 4.7, 4.8, 4.14, 4.15 or 4.16 or submits a guarantee, certificate, statement, test result or any other document it is required to submit under the Contract that is false or intentionally misleading.

If the Purchaser delivers a termination notice under this Sub-Clause 12.1, the Contractor must stop work and demobilise (except to the extent specified in the notice from the Purchaser) and take such action as necessary or as the Purchaser's Representative directs, for the transfer, protection and preservation of the Purchaser's property and deliver any required goods and documents to the Purchaser's Representative. The Contractor must use its best efforts to comply immediately with any reasonable instructions included in the notice for the assignment of any subcontract and for the protection of life or property or for the safety of the Works. The Contractor must leave behind any Contractor's Equipment, Materials and Plant which the Purchaser or the Purchaser's Representative instructs, in writing, is to be used until the completion of the Works. The Purchaser may employ others to complete or perform the Works and the cost incurred that exceeds the Contract Price will be a debt due from the Contractor to the Purchaser.

12.2 Default by Purchaser

If the Purchaser fails to pay in accordance with the Contract, or if a prolonged suspension affects the whole of the Works as described in Sub-Clause 2.3, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 14 days after the Purchaser's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Purchaser's receipt of the Contractor's notice, the Contractor may by a second notice of 14 days, terminate the Contract. The Contractor must then demobilise from the Site.

12.3 Insolvency

If the Contractor is declared insolvent under any applicable law, the Purchaser may by written notice terminate the Contract immediately.

12.4 Payment upon Termination

After termination, the Contractor is entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Purchaser is entitled,
- c) in the absence of appropriate rates, the rates in the Contract will be used as the basis for valuation, or failing which the Purchaser's Representative will make a reasonable valuation, or
- d) if the Contractor has terminated under Sub-Clause 12.2 or the Purchaser has terminated under Sub-Clause 12.5, the Contractor is entitled to the Cost of its suspension and demobilisation together with a sum equivalent to 5% of the value of those parts of the Works not executed at the date of termination.

The net balance due must be paid or repaid within 28 days of the notice of termination.

12.5 Purchaser's Entitlement to Terminate for Convenience

The Purchaser may in its absolute discretion terminate the Contract, at any time for the Purchaser's convenience, by giving notice of such termination to the Contractor. The termination will take effect 28 days after the latter of the dates on which the Contractor receives this notice, or the Purchaser returns the Bank Guarantee for performance.

12.6 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clauses 12.2, 12.5, 13.2 or 12.3 has taken effect, the Contractor

must promptly cease all further work (except to the extent specified in the notice from the Purchaser) and take such action as necessary or as directed by the Purchaser, for the transfer, protection and preservation of the Purchaser's property, protection of life or for the safety of the Works. Unless otherwise notified in writing by the Purchaser under Sub-Clause 12.1, the Contractor must remove all Contractor's Equipment from the Site and remove from the Site any wreckage, rubbish and debris of any kind and leave the whole of the Site in a clean and safe condition.

12.7 Quality Control

The Bidder will ensure the effective quality control of civil work to meet the required standards and specifications (as per TECH-3), ultimately guaranteeing the safety and longevity of the structure. Quality control is the responsibility of the bidder.

13. RISK & RESPONSIBILITY

13.1 Contractor's Care of the Works

The Contractor is responsible for the care of the Works from the Commencement Date until the date the taking-over Certificate is issued under Sub-Clause 8.2. Responsibility will then pass to the Purchaser. If any loss or damage happens to the Works during the above period, the Contractor must rectify such loss or damage so that the Works conform with the Contract and the requirements of any relevant authorities.

The Contractor must defend, hold and save harmless and indemnify, at its own cost, including legal costs, the Purchaser, its agents and employees from and against all suits, actions, claims and costs arising out of the acts or omissions of the Contractor, its employees, agents or subcontractors in connection with the Works and the Contractor's other obligations under or in connection with the Contract, in respect of any accident, bodily injury, sickness or death to any person, infringement of any intellectual property rights and loss or damage to the Works or any property unless due to an act or default of the Purchaser or its personnel. In defending the Purchaser, the Contractor shall not enter into a settlement agreement without the prior written approval of the Purchaser.

13.2 Force Majeure

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected must notify the other Party immediately in writing and not later than 7 days, setting out full details of the Force Majeure event and the reasons for the Force Majeure event preventing that Party from, or delaying that Party from, performing the affected obligations under this Contract. If instructed by the Purchaser's Representative, the Contractor must suspend the execution of the affected Works and, to the extent agreed with the Purchaser's Representative, demobilise the Contractor's Equipment, but only so far as, and for so long as, the performance of those obligations is affected by the Force Majeure event. The affected Party must use its best endeavours to overcome or remove the effects of the Force Majeure event as quickly as possible.

Upon completion of the Force Majeure event, the affected Party must as soon as is reasonably practicable recommence the performance of the affected obligations.

If the event continues for a period of 84 days, either Party may then give notice of termination which will take effect 28 days after the giving of the notice.

After termination, the Contractor is entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the Cost of suspension and demobilisation,
- c) any sums to which the Purchaser is entitled.

The net balance due must be paid or repaid within 28 days of the notice of termination.

The Contractor acknowledges and agrees that, with respect to any of its obligations under the Contract, the Contractor will be performing such obligations in areas in which the Purchaser, is engaged in, preparing to engage in, or disengaging from peacekeeping, humanitarian or similar operations and any

delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, shall not, in and to itself, constitute a Force Majeure event.

13.3 Quality Control

The Bidder will ensure the effective quality control of civil work to meet the required standards and specifications (as per TECH-3), ultimately guaranteeing the safety and longevity of the structure. Quality control is the responsibility of the bidder.

14. INSURANCES

14.1 Extent of Cover

The Contractor must, on or prior to the Commencement Date, effect and thereafter maintain insurances in the joint names of the Parties:

- a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,
- b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Purchaser's property other than the Works, and
- c) for liability of both Parties and of any Purchaser's personnel for death or injury to the Contractor's Personnel except to the extent that liability arises from the negligence of the Purchaser, any Purchaser's representative or their employees.

14.2 Arrangements

All insurances must conform with the requirements detailed in the Schedule of Details. The policies must be issued by insurers and in terms approved by the Purchaser. The Contractor must provide the Purchaser with evidence that any required policy is in force and that the premiums have been paid.

All payments received from insurers relating to loss or damage to the Works must be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

14.3 Failure to Insure

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Purchaser may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Dispute Resolution Procedure

Unless settled amicably by the Parties' Representatives, any dispute or difference which arises between the Contractor and the Purchaser out of or in connection with the Contract, including any valuation or other decision of the Purchaser ("**Dispute**"), the Dispute must be referred, if requested by either Party, to the Senior Representatives of the Parties set out in the Schedule of Details, or any replacement notified by a Party to the other Party in writing.

If the Senior Representatives of the Parties are unable to resolve a Dispute referred to them within 28 days, either Party may invite the other Party to conciliate the Dispute in

accordance with the provisions of Sub-Clause 15.2. Otherwise the Dispute must be referred, if requested by either Party, directly to arbitration in accordance with the provisions of Sub-Clause 15.3.

15.2 Conciliation

- a) In accordance with Sub-Clause 15.1, either Party may invite the other Party to conciliate a Dispute under the Arbitration and Conciliation Act, 1996 (the "Conciliation Rules")
- b) If the Parties do not reach agreement under the Conciliation Rules, the Dispute shall be referred, if requested by either Party, to arbitration in accordance with Sub-Clause 15.3.

15.3 Arbitration

- 1) If the Parties are unable to resolve the Dispute in accordance with Sub-Clause 15.1 or 15.2, the Dispute must, if requested by either Party, be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 ("Arbitration Rules") then in effect.
- 2) The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.
- 3) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause 2) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996
- 4) The venue of Arbitration shall be New Delhi and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English
- 5) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself
- 6) The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings
- 7) The arbitral proceedings and any information and documents relating to these proceedings must be regarded as confidential.

15.4 Dispute resolution not to delay execution of the Works

Despite any activation of the dispute resolution procedures under Sub-Clause 15.1, the Contractor must continue to execute the Works and its other obligations under or in connection with the Contract.

15.5 Survival

This Clause 15 survives the completion, expiry or termination of the Contract.

16. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract is deemed a waiver, express or implied, of any of the privileges and immunities whatsoever.

PARTICULAR CONDITIONS

Additional Clauses

The General Conditions are amended by the inclusion of the following additional conditions: If nothing is stated, then no additional conditions apply.

Clause	Additional General Condition

Schedules

SCHEDULE 1 - SCHEDULE OF DETAILS

Commencement Date (Sub-Clause 1.1)	Date.....
Contract Price (Sub-Clause 1.1)	<p><i>[If this is a lump sum contract insert the following: “The lump sum amount of [insert the amount in words and figures]”</i></p> <p>See the Schedule of Contract Price & Payment for a breakdown of the Contract Price</p>
Contractor’s Representative (Sub-Clause 1.1)	<i>[name, position title and contact details to be inserted]</i>
Defects Liability Period (Sub-Clause 1.1)	<i>15 months from the date of Final Work Completion Certificate for all Construction Work including Sputum collection area, Patient waiting area and Civil works and Associated Services.</i>
Purchaser’s Representative (Sub-Clause 1.1)	<i>[insert name, position title and contact details]</i>
Project (Sub-Clause 1.1)	Civil Works and Associated Services across various Nodal Drug Resistant Tuberculosis (DRTB) Centres under the National Tuberculosis Elimination Programme (NTEP).
Substantial Completion (Sub-Clause 1.1)	No additional grounds.
Time for Completion (Sub-Clause 1.1)	3 months from the issuance of NOA
Address for Service of Notices and Communications (Sub-Clause 1.5)	<p>Purchaser Attention: Sanjay Rastogi Strategic Alliance Management Services Pvt. Ltd. B-18, Sector-6, Noida, G.B. Nagar – 201301 (Uttar Pradesh)</p> <p>Contractor: Attention: <i>[to be inserted]</i> Position title: <i>[to be inserted]</i> Address: <i>[to be inserted]</i> Facsimile Number: <i>[to be inserted]</i> Email Address: <i>[to be inserted]</i></p>

Time(s) for access to and possession of site (Sub-Clause 2.1)	Date
Amount of Bank Guarantee for Performance (Sub-Clause 4.4)	The amount of the Bank Guarantee for performance to be provided under Sub- Clause 4.4 is the amount equal to 10% of the Contract Price. The initial validity of the performance security shall be at least more than three months of warranty period (total 15 months from the work completion date).
Additional Purchaser's Risks(Sub-Clause 6.1)	If Site is not ready.
Time for Programme Submission (Sub-Clause 7.2)	Within 14 days from the Commencement Date
Delay Damages for failure to complete the Works within the Times for Completion (Sub-Clause 7.4)	Whole of the Works 0.5% of the total contract amount per week subject to a maximum of 10% of the contract value.
Cumulative Amount of Delay Damages (Sub-Clause 7.4)	10%
Percentage of Plant & Materials (Sub-Clause 11.2)	Nil
Percentage deduction for Retention (Sub-Clause 11.4)	Nil
Currencies of payment (Sub-Clause 11.8)	Payments will be made in INR only.
Insurance Details (Sub-Clause 14.2)	[insert insurance requirements and amounts]
Senior Representatives (Sub-Clause 15.1)	Purchaser: Sanjay Rastogi, Director Strategic Alliance Management Services Pvt. Ltd. Contractor: [insert name, position title and contact details]
Arbitration (Sub-Clause 15.3)	The place of the hearing shall be New Delhi

SCHEDULE 2- SCHEDULE OF WORKS

LIST OF WORKS (SITE DETAILS) & SCHEDULING

As per Sub sections A, B and C of SECTION IV of ITB as mentioned under:

- a) Section A : Schedule of Requirement
- b) Section B : Schedule for Completion and Handover of Works
- c) Section C : Detailed address of sites:

SCOPE OF WORKS, TECHNICAL SPECIFICATIONS AND DRAWINGS

As per Sub sections D, E and TECH-3 of SECTION IV of ITB as mentioned under:

- a) Section D: Technical Scope of work
- b) Section E: Technical Specifications of Patient waiting Area and Sputum Collection Area
- c) Work to be carried out as per Form TECH-3: Technical Compliance sheet and BOQ of respective schedule

SCHEDULE 3 - SCHEDULE OF CONTRACT PRICE

For example: We have prepared a sample format for Contract Price and Bill of Quantities for the Health Facility (Sch No: -2: Name of Schedule: - Madhya Pradesh, Site Seq. No. 2: - Bhopal, Site Seq. No. -3 Ujjain and Site Seq. No. -4 Indore).

1. Contract Price

[If this is a lump sum contract, insert the lump sum amount and include the clearest breakdown of the Contract Price. This may be in tabular form.]

Sch No: -2: Name of Schedule: - Madhya Pradesh, Site Seq. No. 2: - Bhopal, Site Seq. No. -3 Ujjain and Site Seq. No. -4 Indore).

Seq. No.	Sch. No.	Name of Schedule	State	Name of the Facility	Total Cost per Site exclusive of GST (Rs.)	Current applicable tax/GST amount for each Site (Rs.)	Total cost of site inclusive of GST (Rs.)	Total Cost including taxes/ GST per schedule (Rs.)
1	1	Madhya Pradesh	Madhya Pradesh	Bhopal				
2				Ujjain				
3				Indore				

2. Bill of Quantities

Sch No: -2

Name of Schedule: - Madhya Pradesh, Site Seq. No. 2 – Bhopal

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
Regional Institute of Respiratory Disease, Bhopal, Madhya Pradesh									
A	Civil & Fabrication								
I	Reinforcement for RCC work	KG	80	0	0	0	80		
II	Plain Cement Concrete/IPS with Excavation work	CUM	2	0	0	0	2		
III	Centering & Shuttering work	SQM	10	0	0	0	10		
IV	Brick Work	CUM	1	0	0	0	1		
V	Plastering	SQM	10	0	0	0	10		
VI	Structural Steel Work	KG	500	0	0	0	500		
VII	Steel railing, SS 304 (16 gauge)	RMT	8	0	0	0	8		
VIII	Polycarbonate Sheet	SQM	12	0	0	0	12		
IX	Flooring & Wall Cladding	SQM	14	0	0	0	14		

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
X	M S Fencing with wire mesh	SQFT	72	0	0	0	72		
B	Electrical Services								
I	Circuit wiring	RM	30	0	0	0	30		
II	Ceiling Fan (new, 1200 mm sweep, 350-400 RPM)	Nos	1	0	0	8	9		
III	Ceiling Fan (replacement, 1200 mm sweep, 350-400 RPM)	Nos	0	0	0	4	4		
IV	Exhaust Fan (new, 450 mm sweep, 1400 RPM)	Nos	0	0	0	1	1		
V	LED light	Nos	1	0	0	0	1		
C	Misc								
I	Tissue paper and sanitizer holder	Nos	1	0	0	0	1		
II	Signages	Job	1	0	0	0	1		
III	Outdoor floor mounted stand dustbins with durable plastic (HDPE), 80L capacity. The stand must be fixed in the ground.	Nos	1	0	0	0	1		

Sl. No.	Description of Work	Unit	Sputum collection Area Qnty (A)	Patient waiting area Qnty (B)	Shaded pathway platform Qnty (C)	Other sections of the facility Qnty (D)	Total Qnty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
IV	Installation of new counter type Wash Basin 1-unit white Ceramic type (Wall mount) 1 feet 6 inch (length) X 1 feet (width) X 0.8 feet (height) with C.I. brackets, 15mm C.P. brass pillar taps, 32mm C.P. brass waste of standard pattern, including painting and fittings of all brackets including the necessary plumbing work (inlet water supply connection and outlet connection to drainage) wherever required along with necessary plumbing work in the TB-LAB.	Job	0	0	0	1	1		
V	Creation of a window cutout in the wall of size 1feet 6-inch (Height)x 3 feet (Width) atproposed smear preparation room with provision of SS 304 (16 gauge) window with proper sliding & grilling system including necessary civil works	Job	0	0	0	1	1		
VI	Creation of a window cutout inthe wall of size 3 feet (Height) x 3 feet (Width) atproposed registration area with provision of SS 304 (16 gauge) window with proper sliding & grilling system including necessary civil works	Job	0	0	0	2	2		

Sl. No.	Description of Work	Unit	Sputum collection Area Qty (A)	Patient waiting area Qty (B)	Shaded pathway platform Qty (C)	Other sections of the facility Qty (D)	Total Qty (A+B+C+D)	Unit Rate (Excluding GST)	Total Amount (Excluding GST)
VII	Steel railing, SS 304 (16 gauge) for Que-railing system proposed at New Registration & waiting area support and fix with base plate, anchor bolt and necessary weldingwork with required civil works.	RMT	0	0	0	33	33		
Total Amount									
GST @...									
Total Amount (Including GST)									

SCHEDULE 4 - SCHEDULE OF PAYMENT

Tranche	%age of Payment	Milestone	Completion of milestone/ supporting documents to be submitted
1	20%	An advance amount of 20% of total contract value upon submission of Bank Guarantee (BG) of equivalent amount from any nationalized Bank	Bank Guarantee of equivalent amount from any nationalized Bank, with minimum validity of 6 months from the date of issuance of the BG.
2	30%	30% payment on completion of civil work and fabrication work as per BOQ for construction of RCC Platform, brick wall, entry & exit, tiled flooring, UV coated polycarbonate sheet along with necessary support frames.	<p>1. Visit Report (compliance checklist) along with confirmation of completion of "Civil & Fabrication" as per BOQ as per specifications from FIND's Technical Representative along with photographs of site. This visit should be undertaken after completion of the work.</p> <p>2. Confirmation from "site representative(s)" of the institution that "Civil & Fabrication" as per BOQ has been completed."</p>
3	50%	<p>50 % Site wise payment upon completion of following activities:</p> <ul style="list-style-type: none"> - Supply and installation of fan, Exhaust, window and doors and completion of associated civil works and Associated Services at each site. - Completion of construction of sample collection area and Patient waiting area as per scope of works of the contract at each site. - Handover of Completed site <p>On completion of "All work" as per BOQ.</p>	<p>Visit Report (compliance checklist) along with confirmation of completion of "All works" as per BOQ as per specifications from FIND's Technical Representative along with photographs of site.</p> <p>Completion and handing over Confirmation from "site representative(s)" of the institution that "all work" as per BOQ has been completed and necessary handing over process has been completed.</p> <p>Warranty cards of the individual components need to be handed over to user representative.</p> <p>Completion report from a third-party independent consultant/engineer if appointed for the site by SAMS/FIND.</p> <p>Bidder must provide minimum 12 months, or the warranty period provided by the manufacturer for each equipment/ machines/ any other item supplied by the bidder.</p>

Note:

- i. *Interim payment will not be made for sites which do not have civil works requirement for patient waiting area or sputum collection (in the ratio of 20% against ABG and 80% against work completion on submission of all supporting documents).*
- ii. *In case the agency is appointed for more than one site, the agency shall be eligible for pro-rated payment upon completion of each site under the contract upon submission of relevant supporting document.*
- iii. *The payment under this Contract shall be released by the Purchaser after due scrutiny, verification of documents submitted by supplier. Payment shall be paid within sixty (60) days by Electronic clearing systems (ECS) to the Supplier's nominated bank account.*
- iv. *Liquidated Damages at the rate of 0.5% for of the prices for the failure to complete the works within the Completion time, for each week or part thereof of delay. The maximum amount of liquidated damages shall be 10% of the total contract amount.*
- v. *SAMS/FIND India may hire a third-party independent consultant/engineer to validate/ review of Works completed and certify that Works has been done as per specified scope of works of contract before final handover of the site.*

SCHEDULE 5 - SCHEDULE OF SECURITY

BANK GUARANTEE FOR PERFORMANCE
[On the letterhead of the Bank]

Date: [insert]

To,
The Director
M/s Strategic Alliance Management Services Pvt.
Ltd. B-18, Sector-6,
Noida, G.B. Nagar Uttar Pradesh - 201301

Dear [insert]

[insert works title] Construction Contract - Bank Guarantee for Performance

You entered into a contract dated [insert date] with [insert] ("**Contractor**") titled [insert contract title] Construction Contract for the [insert name of the project] for certain works and services ("**Works**") to be undertaken by the Contractor ("**Contract**").

We, [insert Bank], irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum equivalent to **10** % of the Accepted Contract Amount ("**Guaranteed Sum**") i.e. INR (amount in words).

This Bank Guarantee for Performance ("**Guarantee**") is valid and will continue to be valid from the date of this letter for the Guaranteed Sum till [insert date]. This Guarantee will automatically become null and void by the end of this validity period.

Any payment by us in accordance with this Guarantee must be in INR free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Contractor;
- amendment, modification or extension which may be made to the Contract or the Works executed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organisation of the Contractor; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or bidder other than an Affiliate, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or bidder specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being dispatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalised words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act 1996 then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities whatsoever.

IN WITNESS of which the [*insert Bank*] has duly executed this Guarantee on the date stated above.

SIGNED by [*insert*])
as attorney for [*insert*])
under power of attorney dated)
[*insert*])
in the presence of)

)
.....)
Signature of witness)

)
.....)
Name of witness (block letters))

)
.....)
Address of witness)

)
.....)
Occupation of witness)

Address for notices
[*insert address*]

.....
..... By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

SCHEDULE 6 - SCHEDULE OF KEY PERSONNEL

The Contractor's Key Personnel for the Project are:

SI. No.	Position Description	Name
1	<p><i>[insert position description]</i></p> <p><i>[for example: Safety Manager, Quality control Manager, Environmental Manager, Site Manager, Site Foreman.]</i></p>	<i>[insert name]</i>
2	<i>[insert position description]</i>	<i>[insert name]</i>
3	<i>[insert position description]</i>	<i>[insert name]</i>
4	<i>[insert position description]</i>	<i>[insert name]</i>
5	<i>[insert position description]</i>	<i>[insert name]</i>
6	<i>[insert position description]</i>	<i>[insert name]</i>
7	<i>[insert position description]</i>	<i>[insert name]</i>
8	<i>[insert position description]</i>	<i>[insert name]</i>
9	<i>[insert position description]</i>	<i>[insert name]</i>
10	<i>[insert position description]</i>	<i>[insert name]</i>

If there is a position stated in this Schedule, but no person is named in that particular role, then the Contractor shall obtain the Purchaser's Representative's approval before appointing a person to fill that role.

SCHEDULE 7 - SCHEDULE OF FORMS OF CERTIFICATES

(A) Form of Final Completion and Handing Over Certificate

FORM OF FINAL COMPLETION AND HANDING OVER CERTIFICATE

[ON OFFICIAL LETTERHEAD of Health Facility]

[insert Date]

Contractor's Representative *[Address]*

FINAL COMPLETION AND HANDING OVER CERTIFICATE

(Warranty cards of the individual components need to be handed over to user representative)

Dear *[insert]*

[insert works title] Construction Contract ("Contract")
[insert name of the development]

We certify that **all work as per BOQ/ Form TECH-3: Technical Compliance sheet** has been completed and necessary handing over process has been completed.

We confirm that on *[insert date]* you have completed all your obligations under the Contract in accordance with BOQ/

Details of the work completed are as under:

Particulars	Remarks of Representative at Health Facility	
Whether all work mentioned in the BOQ is completed?	Yes / No	
Description of work completed & date of completion of work as per BOQ	Details of the work completed by the vendor are as below.	
	Description of work (as per BOQ)	Date of completion of work
	A. Civil & Fabrication <ol style="list-style-type: none"> 1. Construction of Sputum Collection Area 2. Construction of patient waiting area 3. Construction of Shaded Pathway Platform 4. Other minor construction (Steel railing, SS 304 (16 gauge) (Refer important note below)	
	B. Electrical Services <ol style="list-style-type: none"> 1. Circuit wiring 2. Installation of Ceiling Fan (new, 1200 mm sweep, 350-400 RPM) (Nos. 4) 3. Installation of Ceiling Fan (replacement, 1200 mm sweep, 350-400 RPM) (Nos. 4) 4. Installation of Exhaust Fan (new, 230 mm sweep, 1400 RPM) (Nos. 1) 5. Installation of Exhaust Fan (replacement, 230 mm sweep, 1400 RPM) (Nos. 2) 6. LED Light (Nos 3) 	
	C. Misc. Work <ol style="list-style-type: none"> 1. Tissue paper and sanitizer holder (Nos 2) 2. Signages ((Nos 3) 3. Outdoor floor mounted stand dustbins with durable plastic,80L capacity. The stand must be fixed in the ground. (Nos 4) 4. Three-Seater Stainless Steel Waiting Area Visitor Chair, 325-350 Kg Weight Handling 	

	Capacity. Durable Parts and Support (Nos 8)	
	D. Additional work 1. Installation of new Wash basin 1-unit white Ceramic type (Wall mount) with C.I. brackets, 15mm C.P. brass pillar taps, 32mm C.P. brass waste of standard pattern, including painting and fittings of all brackets including the necessary plumbing work (inlet water supply connection and outlet connection to drainage) wherever require along with necessary plumbing work 2. Cutout provision in the existing wall for installation of exhaust fan including appropriate civil works	
Whether the warranty cards handed over by the vendor for each equipment installed at the facility e.g. exhaust / ceiling fans etc.)?	Description of the equipment	Date of handover
	Ceiling Fan (new, 1200 mm sweep, 350-400 RPM) (Nos 4)	
	Ceiling Fan (replacement, 1200 mm sweep, 350-400 RPM) (Nos 4)	
	Exhaust Fan (new, 230 mm sweep, 1400 RPM) (Nos 1)	
	Exhaust Fan (replacement, 230 mm sweep, 1400 RPM) (Nos 2)	
	LED Light (Nos 3)	
	Three-Seater Stainless Steel Waiting Area Visitor Chair, 325-350 Kg Weight Handling Capacity. Durable Parts and Support (Nos 8)	
Whether old equipment (which were replaced) are handed over? (please specify)	Description of the equipment	Date of handover
	Ceiling Fan (replacement, 1200 mm sweep, 350-400 RPM) (Nos 4)	
	Exhaust Fan (replacement, 230 mm sweep, 1400 RPM) (Nos 2)	
Whether the waste is removed from the facility?	Yes /No	

By signing this Final Completion Certificate, Health facility acknowledges and accepts that the work under the Contract have been completed and the Final Completion Certificate to be issued by health facility. However, the obligations of the contractor shall be available till completion of the defect liability period and all the subsequent defects erupted after the same is brought to the notice of the contractor shall be repaired/replaced within a reasonable time but not later than a week It shall however be ensured that there is no disruption in the normal functioning of the health facility.

This Final Completion and Handing Over Certificate does not relieve you from any of its unperformed or continuing warranties, obligations or liabilities under or in connection with the Contractor at law.

Yours sincerely
.....

[insert]

Signature and Seal of Health Facility

Note: We have prepared a format of Final Certificate to be issued by the Health Facility (Sch No: -2 : Name of Schedule: - Madhya Pradesh, Site 1: - Bhopal for example. Representative of the Health Facility needs to provide the certificate for each facility separately.

Section VI– Other Standard Form

Annexure X

Form of Bid Security Bank Guarantee

[Bank's Name, and Address of Issuing branch or Office]

Beneficiary: _____ [Name and Address of SAMS]

Date: _____

BID GUARANTEE No.: _____

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of [name of contract] under Invitation to Bid No. [ITB number].

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee. At the request of the Bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by SAMS during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) 30 days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Form of Bid Security Declaration
(Only MSME bidders are requested to submit the Bid Security declaration on stamp paper)

[Please refer to ITB Para 19 of the Bid Document]

[The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[date (as day, month and year)]*
Bid Ref. No.: *[number of bidding process]*

Ref:

To

The Director
M/s Strategic Alliance Management
Services Pvt. Ltd. B-18, Sector-6,
Noida, G.B. Nagar
Uttar Pradesh - 201301

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of 2 (two) years starting on *the date of suspension*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Technical Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ ss